

TENDER DOCUMENT

FOR

**Supply of Diesel - Hydraulic Material
handling machines for floating terminal
at Erada, on NW -5 Odisha, India**

March 2016



Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, Noida – 201 301 (UP)

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NOTICE INVITING E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)

A-13, Sector 1, Gautam Buddha Nagar, NOIDA 201 301

Tel (0120) 2543931, Fax (0120) 2544041/2543973

Web site: www.iwai.nic.in, <https://eprocure.gov.in/eprocure/app>

E-mail: iwainoi@nic.in/cepm.iwai@nic.in

Tender No: IWAI/NW-5/12A/2015-16

NOTICE INVITING E-TENDER

Inland Waterways Authority of India (IWAI) hereby invites online bids in two cover systems i.e. Technical and Financial Bid from experienced National and International Manufacturers/ Suppliers or **their authorized agents in India** for supply of two diesel hydraulic operated Material handling machines of standard type/model with proven design and satisfactory performance for installation on board Pontoon at Temporary Terminal at Erada on NW 5, Odisha as per details given below. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

Sl. No.	Description of work	Estimated cost (Rs.)	Bid Security (EMD) (Rs.)	Period of Delivery
1.	Supply of two diesel-hydraulic operated material handling machines of maximum 5 tonnes capacity of standard model with proven design and satisfactory performance as per the technical specification of the tender. The material handling machines installed on pontoon, be capable of loading, unloading bulk cargo like coal granular, coking coal, ores such as chrome, lime, scrap steel, SS Plates etc. from vessels to stack yard on shore and vice versa using various lifting equipment like hook, Clamshell grab buckets, orange peel buckets etc & without any rope controlled grab operation.	690 lakhs	13.80 lakhs	20 Weeks

TERMS & CONDITIONS

- Interested bidders may download the bid document from IWAI's website <http://www.iwai.nic.in> and CPP Portal Website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in Critical Date Sheet as under-

CRITICAL DATE SHEET

Publishing Date	31.03.2016
Document Download Start Date	31.03.2016
Pre Bid Meeting Date	11.04.2016
Bid Submission Start Date	22.04.2016
Bid Submission Closing Date	28.04.2016 at 15:00 Hrs
Bid Opening Date	28.04.2016 at 16:00 Hrs

Applicant would need to pay the cost of tender document/bid along with the application the non-refundable demand draft for Rs.5000/- or US \$ 500 drawn in favour of “IWAI FUND” payable at NOIDA/Delhi.

2. Eligibility Criteria :

The eligibility criteria for participation in the tender for above supply shall be as follows:

- (i) This invitation of bid is open to all bidders of indigenous or internationally reputed firms engaged in designing, manufacturing and supply of Material handling machines of standard product / model of proven design which are operating with satisfactory performance over a period of minimum two years.
 - (ii) The international (foreign) firm/company engaged on the design, construction and supply of the standard product / model of proven design with satisfactory performance may participate directly or through their authorized agencies/suppliers in India for supply and marketing of such products in India with the facilities of service, maintenance including supply of spare parts.
 - (iii) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central / State Government or any Public undertaking, Autonomous Body, Authority by whatever name called under the Central / State Government or any Govt Agency of the Country from where the bidder represent.
 - (iv) The bidder must have at least seven years' experience and satisfactory performance record for the design, construction and supply of Material handling machines of standard product of similar type/model or higher size/capacity.
3. Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. construction & supply of standard material handling equipment and crane similar to the specification as in the bid, technical brochures of the equipment constructed, supplied/ marketed, performance certificate from the clients, financial performance and letter of authorization by the OEM in case of authorized Agents/ Supplier and all other documents as specified in the tender document.

4. The Earnest Money as in Clause 17 of ITB (Information to Bidders) in the form of Demand Draft for 50% of the amount and balance 50% through B.G. (Bank Guarantee) are to be deposited along with the bids from Scheduled Bank of India in respect of the Indian Supplier. In case of foreign bidders/Authorized Agents, EMD is to be submitted for 100 % by BG through their National Bank duly endorsed by the State Bank of India. The original demand draft and B.G. for tender fee and EMD must be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, NOIDA-201301.
5. The firm should have average annual financial turnover during the last three years ending 31st March of the previous financial year of at least Rs. 690.00 lakhs (100% of the estimated cost) equivalent to USD 10,37,000.
6. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 1500 hours on 28.04.2016. The technical bids would be online opened on 28.04.2016 at 1600 hours in the presence of the representatives of the bidders, if any.
7. The proposal, or any query or clarification on the bid document shall be submitted to the following address:

Chief Engineer (P&M)
Inland Waterways Authority of India,
A-13, Sector-1,
Noida – 201 301 (UP)
India
Tel: +91-120- 2543931, Fax: +91-120-2543973/ 2522969
Mobile: +91 9717622733/ 9910530099
Email: cepm.iwai@nic.in
8. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Chief Engineer (P&M)
IWAI

(SECTION-II)
INSTRUCTION TO BIDDERS

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Part A

Instruction to the 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 enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/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 through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through the same carefully and then submit the documents as asked for.
- 8) In case clarifications are required, these may be obtained online through the tender site, or through the contact details. Bidder should take into account 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 for, 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/formats.
- 14) 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.

- 15) In case clarifications are required, these 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.
- 16) 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.
- 17) Bidder should submit the Tender Fee and EMD as specified in the tender. Earnest money shall be accepted in the form of Banker’s Cheque or Demand Draft of a Scheduled Bank. A part of earnest money is acceptable in the form of Bank Guarantee also. In such cases, 50% of Earnest Money will have to be deposited in the shape of Demand Draft/ Banker’s Cheque and balance can be accepted in form of Bank Guarantee issued by a Scheduled Bank. **In case of foreign bidders/Authorized Agents, EMD is to be submitted for 100 % by BG through their National Bank duly endorsed by the State Bank of India.** 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.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.

- 26) 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.
- 27) 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.
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) For queries regarding e-tendering process , the bidders are requested to contact through the modes given below:

Chief Engineer (P&M)
Inland Waterways Authority of India,
A-13, Sector-1,
Noida – 201 301 (UP)
India
Tel: +91-120- 2543931, Fax: +91-120-2543973/ 2522969
Mobile: +91 9717622733/ 9910530099
Email: cepm.iwai@nic.in

Part B

General instruction to Bidders

A. General

1. Scope of Bid

1.1 The **Owner** (as defined in the General & Special Condition of Contract) invites online bids for **“Supply of Two nos. Material handling machines for Erada Terminal on NW 5, Odisha”** to be delivered at Erada near Jajpur in Odisha India as described in these documents and referred to as “the works”. The name of the work is provided in the Appendix to ITB.

1.2 The successful bidder will be expected to complete the supply of the material handling machines in all respect within **20 weeks from the date of issue of the Supply/Purchase Order in the case of indigenous bidder and it should be from the date of Opening of the Letter of Credit in the Bank in case of Foreign Supplier/bidders.**

1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Source of Funds

2.1 The expenditure on this project will be met by Inland Waterways Authority of India (IWAI).

3. Eligible Bidders

3.1 This invitation of bid is open to all bidders of indigenous or internationally reputed firms engaged in designing, manufacturing and supply of Material handling machines of standard product/model of proven design which are operating with satisfactory performance over a period of minimum two years.

3.2 The international (foreign) firm/company engaged on the design, construction and supply of the standard product/model of proven design with satisfactory performance may participate directly or through their authorized agencies/suppliers in India for supply and marketing of such products in India with the facilities of service, maintenance including supply of spare parts.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central/State Government or any public Undertaking, Autonomous body, Authority by whatever name called under the Central/State Government or any Govt. agency of the Country from where the bidder represent.

4. Qualification of the Bidder

4.1 This invitation for online bids is open to all manufacturers and their dealers registered with the applicable authorities under the appropriate laws for the time being in force in India/country of manufacture.

- 4.2** All bidders shall include the scanned copy of following information and documents with their bids online.
- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
 - b) Information on the material handling machines proposed for the supply supported by technical brochures, information on basic design & operation details and other relevant information as deemed fit.
 - c) Experience certificate in the design, construction & supply/marketing of a standard product of similar type, capacity for the last seven years with the satisfactory performance certificate from clients.
 - d) Satisfactory performance certificates for atleast two years by the Clients on the proposed material handling machines to be supplied.
 - e) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past three years.
 - f) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
 - g) Details of the contracts if any having delay in completing the supply more than one year over and above contractual delivery period. In the event of no case, similar statement is to be submitted.
 - h) A schematic drawing/layout on the installation of the machines on the pontoon.**

4.3 A To qualify for award of the Contract, each bidder should have

- a) Achieved average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (in all cases of supply of Material handling machines only) at least Rs. 690 lakhs (100% of the estimated cost of the amount prescribed in Notice Inviting – E-Tender for which bid has been invited equivalent to USD 10,37,000.

4.3 B (a) Each bidder must produce:

- (i) An affidavit on a Stamp Paper, duly attested by the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive. Scanned copy is to be submitted online.

4.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring.
- (iii) Tampered the bid document in any manner.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one online Bid for the supply. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Owner will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Content of Bidding Documents

- 7.1** The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 9:

1. Notice Inviting Tender
2. Instruction to Bidders
3. Forms of bid and Bank Guarantee
4. Condition of Contract
(Part I General Condition of Contract, and Part II Special Condition of Contract)
5. Technical Specifications

- 7.2** The bidder is expected to examine carefully all instructions, condition of contract, forms, terms, specification, forms and drawings in the Bid Document. Failure to comply with the requirement of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

8. Clarification of Bidding Documents

- 8.1** A prospective Bidder requiring any clarification of the bidding documents may notify the owner in writing or by e-mail at the owner's address indicated in the Notice Inviting Tenders. The Owner will respond to any request for clarification received earlier than 15 days prior to the deadline for submission of bids. Copies of the Owner's response will be forwarded to all Owners of the bidding documents, including a description of the inquiry, but without identifying its source.

- 8.2.1** If a pre-bid meeting is to be held, the bidder or his official representative is invited to attend it. Its date, time and address are given by notice inviting the Bidders.

- 8.2.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 8.2.3** The bidder is requested to submit any question in writing or by e-mail so as to reach the Owner not later than one week before the meeting.

- 8.2.4** Minutes of the meeting, including the text of the questions asked (without identifying the source of the enquiry) and the responses given will be uploaded.

9. Amendment of Bidding Document

- 9.1** Before the deadline for online submission of bids, the Owner may modify/amend/make addition in the bidding documents for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder by issuing addenda/corrigendum.

- 9.2** Any addendum/corrigendum uploaded on website shall be part of the bidding documents. Corrigendum/Addendum will be available on website. The modification /amendment/additions in the bidding document shall be binding on the prospective bidders.
- 9.3** To give prospective bidders reasonable time in which to take a corrigendum/addendum into account in preparing their bids, the Owner shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 19.2. I.e. Deadline for submission for Bids.

C. Preparation of Bids

10. Language of Bid

- 10.1** All documents relating to the Bid shall be in English. The documents which are other than English shall be translated to English.

11. Documents Comprising the Bid

- 11.1** The Bid submitted by the Bidder shall be in two separate parts:

Part I This shall be named **Technical Bid** and shall comprise scanned copies of:

- i) For bidding documents downloaded from the website <https://eprocure.gov.in/eprocure/> app the scanned copy of the demand draft for the cost of the bidding documents must be uploaded. The original demand draft is to be deposited in the office before the bid submission closing date.
- ii) A scanned copy of the Earnest Money deposit must be uploaded. The original of the Earnest money deposit to be deposited in the office before the bid submission closing date.
- iii) Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 i.e. Qualification of the Bidder.
- iv) Undertaking that the bid shall remain valid for the period specified in clause 14.1;
- v) Any other information/documents required to be completed and submitted by bidders, as specified in any other Clause.
- vi) A scanned affidavit affirming that information furnished in the bidding document is correct to be the best of his knowledge and belief must be uploaded. The original affidavit is to be deposited in the office before the bid submission closing date.
- vii) Form of Bid

Part II. It shall be named **Financial Bid** and shall comprise of:

- (i) Cost schedule (BOQ)

12. Bid Prices

- 12.1** The Contract shall be for the whole Works/supply, as described in Clause 1. 1, based on the cost schedule submitted by the Bidder.
- 12.2** The bidder shall quote rates and prices for all items of the Works described in the cost schedule.

12.3 All taxes, custom duty, royalties, transportation/shipping cost and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and accordingly total Bid price submitted by the Bidder.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment/escalation on account of fluctuation of foreign exchange or any other reason.

13. Currencies of Bid and Payment

13.1 The prices shall be quoted by the Indian bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees. In case these are imported, the rate shall be quoted in foreign currency and payment shall be made in foreign currency as specified in the bid.

14. Bid Validity

14.1 Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 19. The Owner as non-responsive shall reject a bid valid for a shorter period.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Owner may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. Earnest Money / Bid Security

15.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the NIT.

15.2 The Earnest Money shall be in the form of Bank Guarantee and Demand Draft as specified in the NIT. It shall be valid for 90 days beyond the validity of the bid.

15.3 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Owner as non-responsive.

15.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 14.1.

15.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

15.6 The Bid Security / Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

16. Alternative Proposals by Bidders

16.1 Bidder shall submit offers that fully comply with the requirement of the bidding document including conditions of contract. Conditional offer or alternate offer will not be considered further in the process of tender evaluation.

17. Format and Signing of Bid

17.1 The Bidder shall submit online bid comprising the documents as described in Clause 11 and other documents as specified in the tender.

17.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid. Signed copy may be sent separately to IWAI to reach on or before the due date of opening of the bid. **However, financial bid has to be submitted only on line.**

17.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

D. Submission of Bids

18. Online submission of Bids

18.1 The Bidder shall submit online bids as specified in Part I of ITB.

19. Deadline for Submission of Bids

19.1 Complete online Bids (including Technical and Financial) must be received by the bid submission closing date and time.

19.2 The Owner may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Owner and the bidders previously subject to the original deadline will then be subject to the new deadline.

20. Modification and Withdrawal of Bids

20.1 Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 19.

20.2 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 shall result in the forfeiture of the Bid security pursuant to Clause 15.

E. Bid Opening and Evaluation

21. Bid Opening

Online Bid opening shall be carried out in two stages. Firstly, '**Technical Bid**' of all the online bids received shall be opened on the date and time mentioned in the NIT. '**Financial Bid**' of those bidders whose technical bid has been determined to be responsive and on

evaluation fulfils the criteria laid down in Clause 25.2 shall be opened on a subsequent date, which will be notified to such bidders.

- 21.1** The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid made pursuant to Clause 20 in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.
- 21.2** Bidder's names, the presence of bid security and such other details, as the Owner may consider appropriate will be announced by the Owner after the opening.
- 21.3** After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 11.1, thereafter on fulfilling the criteria laid down in Clause 25.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration. The technical bids shall also be evaluated based on marks with 70% as the qualifying marks as follows:-
- i) General Information : 20
 - ii) Capability & experience of the bidder on the design, manufacturing and supply of similar type products : 30
 - iii) Proposal on th supply and installation of proposed machinery with the schematic drawing/plan : 50
- 21.4** The Owner shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of online opening of financial bids.
- 21.5** At the time of the online opening of the '**Financial Bid**', the names of the bidders whose bids were found responsive in accordance with clause 21.4 and the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening.

22. Process to be Confidential

- 22.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid

23. Clarification of Bids and Contacting the Owner

- 23.1** During the evaluation of the bids, the owner may, at its discretion, ask the bidder to provide any additional information/clarification in relation to its bids as may be deemed fit by the owner. The bidder shall in all cases where such request has been made by the owner, submit within such period and in such manner as may be specified by the owner in the request so made. Failure of the bidder to furnish such additional information as may be requested by the owner, the owner may in its sole discretion deem such bid as non-responsive. The bidder shall

not have any right to challenge the same or any claims arising from such bid being deemed non-responsive by the owner.

- 23.2** No bidder shall contact the owner on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any attempt by the bidder to influence the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

24. Examination of Bids and Determination of Responsiveness

- 24.1 During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is responsive to the requirements of the bidding documents.

After the above process is completed the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document, clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

25. Evaluation of Bids

- 25.1 Selection of the bidder for supply of Material handling machines will be based on technical and financial evaluation.

- 25.2** If the bidder does not fulfil the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.

- 25.3** The evaluation of the financial bid will be based on the lowest financial offer received for the entire works. For evaluation of the price quoted for the supply if made in foreign currency the quoted price in foreign currency shall be converted into Indian Rupees at the rate of exchange prevailing on the date of opening of financial bids.

F. Award of Contract

26. Award Criteria

- 26.1** Subject to Clause 28, the Owner will award the Contract to the Bidder after evaluation as per Clause 25.

27. Owner's Right to accept any Bid and to reject any or all Bids and Split the work or Increase and Decrease work.

- 27.1 Notwithstanding Clause 26, the Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action. Owner also the reserve the right to split the work to one or more parties depending on capability of the yard and increase/decrease the work requirement.

28. Notification of Award and Signing of Agreement.

28.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period by confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the “Letter of Acceptance”) will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

28.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.

28.3. The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder after the performance security is furnished and within 15 days of issuance of Letter of Acceptance.

28.4 Upon the furnishing by the successful Bidder of the Performance Security, the other Bidders will be informed that their Bids have been unsuccessful.

29. Factors Affecting the Award of the contract.

29.1 The bidder should have its own contract support facilities. The support facilities should be fully owned and managed by the bidder.

29.2 Conformity with the request for bid/tender required and conditions.

29.3 The assessment of the capability of the bidder to meet the terms and conditions.

30. Performance Security

30.1 Within 15 (fifteen) days after receipt of the Letter of Acceptance, the successful Bidder is to deliver to the **Owner** a Performance Security for the supply order valid for the entire period of delivery supply over & above of 28 days.

30.2 The performance security shall be either in the form of a Bank Guarantee or Bank draft in the name of the Owner from a scheduled Bank.

30.3 Failure of the successful bidder to comply with the requirement of sub-clause 30.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

31. Corrupt or Fraudulent Practices

The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with Inland Waterways Authority of India and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

The Owner requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

(SECTION-III)

**FORMS OF BID, BANK GUARANTEE AND COST
SCHEDULE**

PART - I

TENDER ACCEPTANCE LETTER

(Form of bid/ tender acceptance to be given on Company Letter head along with Technical bid)

Date:

**To,
The Chief Engineer (P&M)
Inland Waterways Authority of India,
A-13, Sector-I,
NOIDA – 201 301.**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IWAI/NW-5/12A/2015-16

**Name of Tender / Work: TENDER FOR SUPPLY OF MATERIAL HANDLING MACHINES FOR
ERADA TERMINAL ON NW 5, ODISHA**

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 , 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.**

**6. Having examined the Bid Documents, Instructions to Bidders, General Conditions of Contract,
Special Conditions of Contract, Technical Specifications, Cost schedule for the execution of the above
named works, we, the undersigned offer to execute and complete such works and remedy defects therein
in conformity with the said bid documents.**

**7. We undertake, if our Bid is accepted, to commence the work immediately on receipt of the order to
commence, and to complete and deliver the two/Two Material handling machines comprised in the
Contract within the period stated in the bid hereto.**

8. Bid Security of Rs. in the form ofis enclosed herewith.

9. If after the tender is accepted, we fail to execute the contract deed within 15 days of the receipt of the order to do so, I / We agree that IWAI shall without prejudice to any terms and conditions of the tender, forfeit the Bid Security absolutely.

10. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee/FDR to be jointly and severally bound on us, in accordance with the Conditions of Contract.

11. We agree to abide by this Bid for the period of One Hundred and Twenty (120) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any other person other than the person authorized by the Owner or use such information in any manner prejudicial to the safety and integrity of the works.

Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.

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

Dated this _____ day of _____ 2015

Signature _____ in the capacity of _____ duly authorized ** with official seal

To sign Bid for and on behalf of _____
(In block capital letters)

Address : _____

Signature of Witness _____

Name of witness _____

Address of witness _____

** Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

GENERAL FORMAT OF BANK GUARANTEE FOR BID SECURITY

The Chairman,
Inland Waterways Authority of India,
A-13, Sector 1,
Noida – 201 301.

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for supply 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 Inland Waterways Authority of India (hereinafter called “the Owner”) in the sum of the Rs. _____ (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 2015 and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of this written demand without the employer having no 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 Form of Agreement in accordance with the instructions to bidders, if required; 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 classification society written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner will note that the amount claimed by his 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 upto and including the date 45 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. 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

GENERAL FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

The Chairman,
Inland waterways Authority of India
A-13, Sector 1,
Noida – 201 301

WHEREAS _____ (Name and Address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Contract No. _____ Dated _____ to execute _____ (name of Contract and brief description of supply) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank Guarantee by a Nationalized/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEROF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs_/USD/Euro _____ (amount of guarantee) (Rupees/USD/Euro _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor _____

NAME OF THE BANK

ADDRESS

DATE _____

IN THE PRESENCE OF _____

1 _____

(NAME OF OCCUPATION)

2 _____

(NAME OF OCCUPATION)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees or in equivalent foreign exchange in case of Foreign Manufacturer/Supplier.

General format of Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

The Chairman,
Inland Waterways Authority of India,
A-13, Sector 1,
Noida – 201 301.

ADVANCE PAYMENT GUARANTEE No.:*[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date²]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s) of authorized representative(s) of the bank]

¹ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Owner.

² Insert the Delivery date stipulated in the Contract Delivery Schedule. The Owner should note that in the event of an extension of the time to perform the Contract, the Owner would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Owner might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Owner's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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 **BDS**. In case of **authorized agents/Suppliers with valid authorization certificate it is not required**]*

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

To: *[insert complete name of Owner]*

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 Clause 28 of the General Conditions of Contract, 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]*

AGREEMENT FORM

THIS AGREEMENT made this... .. day of 2015 BETWEEN Inland Waterways Authority of India, hereinafter called the **Owner** of the ONE PART AND M/s. an existing Company within the meaning of companies Act, 1956 having its registered office at..... as CONTRACTOR, which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest of the OTHER PART.

WHEREAS THE OWNER proposes to purchase of TWO MATERIAL HANDLING MACHINES for its own purpose and the CONTRACTOR has agreed to supply. The same on the terms and conditions mentioned below: -

1. The Contractor will design, manufacture, Supply, deliver, install & commission to the order of the **Owner**, two no. material handling machines for the floating Terminal at Erada, Dt. Jajpur, Odisha on NW 5 India, in accordance with the subject to the conditions of contract, hereto annexed and marked and the specifications and schedule attached hereto all of which form part of this agreement.

2. The consideration payable therefore shall be the sum of Rs...../equivalent foreign currency in case of foreign Suppliers payable as stated and on the condition expressed in Clause 12 of the General Condition of Contract.

3. The following documents shall be deemed to form and be read and construed as part of the agreement viz:

- a) Agreement
- b) Bid Notice
- c) Instructions to bidders
- d) General conditions of the contract
- e) Special conditions of the contract
- f) Technical specifications and drawings
- g) Form of bid
- h) Cost schedule
- i) Letter of acceptance

IN WITNESS whereof the IWAI has causedon their behalf to hereunto set his hand and the contractor has hereunto set his hand/the Company has caused its common seal to be affixed hereunto the day and year classification society above written.

(a) Signed by the contractor above named in the presence of;

1.

2.

(b) * The common seal of was hereunto affixed pursuant to a resolution of the Board of Directorate passed at a meeting of the Board used on the Day of In the presence of

Witness

Signed by
(Director of the Company)

Witness

Signed by
For and on behalf of Inland
Waterways Authority of India
A-13, Sector-1, NOIDA (U.P) 201301

(*To be used in the case of a Company)

Cost Schedule

(Supply of Material handling machines with accessories)

The below mentioned Commercial bid format is provided as BOQ for Supply of Two Material handling machines along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ for supply of two Material handling machines as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Tender Inviting Authority : Inland Waterways Authority of India , Noida						
Name of Work: Supply of Diesel Hydraulic Operated Material handling machines of maximum 5 ton capacity for NW-5.						
Tender No: IWAI/NW-5/12A/2015-16						
Bidder Name :						
<u>COST SCHEDULE FOR- MATERIAL HANDLING MACHINES</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidders Name and Values only)						
Sl. No.	Description of work	Qty.	Unit	RATE per Machine In Figures To be entered by the Bidder Rs. P		AMOUNT Rs. P
				Foreign Currency		
				Figures	Words	Foreign Currency
1.00(a).	Cost of Material Handler complete in every respect in accordance with the attached technical specifications (including various attachments, tools, accessories, spare parts and cost of shipment.	2.00	No.		Rupees/Foreign currency	0.00
(b).	Local transportation on arrival for delivery at Erada on NW 5 in Odisha, India including local taxes if any.)	2.00	no.			
2.00	Custom duty as applicable for supply of the material handling machines through import including clearing charges.	2.00	No.			
Total in Figures						0.00
Total in Words						Rupees/Foreign Currency

(SECTION-IV)

**CONDITION OF CONTRACT
(PART-I GENERAL CONDITION OF CONTRACT AND
CONTRACT DATA
PART-II SPECIAL CONDITION OF CONTRACT)**

(SECTION – IV)
GENERAL CONDITION OF CONTRACT
C O N T E N T S

Table of Clauses

- 1. Definition**
- 2. Contract Document**
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- 31. Termination**
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General Conditions of Contract

Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) **“Contract”** means the Contract Agreement entered into between the Owner and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) **“Day”** means calendar day.
 - (e) **“Completion”** means the fulfilment of the related services by the supplier in accordance with the terms and conditions set forth in the contract.
 - (f) **“GCC”** means the General Conditions of Contract.
 - (g) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Owner under the Contract.
 - (h) **“Owner’s Country”** is the country specified in the Special Conditions of Contract (SCC).
 - (i) **“Owner”** means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (j) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (k) **“SCC”** means the Special Conditions of Contract.
 - (l) **“Subcontractor”** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the

Supplier.

- (m) **“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement.**
- (n) **“The Project Site,” where applicable, means the place named in the SCC & NIT.**

Contract Documents 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

Fraud and Corruption 3.1 If the Owner determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Owner may, after giving 14 days’ notice to the Supplier, terminate the Supplier’s employment under the Contract and cancel the contract, and the provisions of Clause 31 shall apply as if such expulsion had been made under Sub-Clause 31.1.

- (a) For the purposes of this Sub-Clause:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁴;
 - (iii) “collusive practice” is an arrangement between two or more parties⁵ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly,

³ “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes IWA staff and employees of other organizations taking or reviewing procurement decisions.

⁴ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁵ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

any party or the property of the party to influence improperly the actions of a party⁶;

(v) “obstructive practice” is

deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) **Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.**

(b) **The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.**

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Owner and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 No waiver

⁶“Party” refers to a participant in the procurement process or contract execution.

- (a) **Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.**
- (b) **Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.**

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Owner, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

Notices

- 6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 6.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Governing Law

- 1.1 The Contract shall be governed by and interpreted in accordance with the laws of the Owner's Country i.e. Republic of India, unless otherwise specified in the **SCC**.

Settlement of Disputes

- 8.1 The Owner and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 8.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the

Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

- 8.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Owner shall pay the Supplier any money due to the Supplier.

Scope of Supply	9.1	The Goods and Related Services to be supplied shall be as specified in the Technical Specifications.
Delivery and Documents	10.1	Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the tender. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
Supplier's Responsibilities	11.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
Contract Price	12.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
Terms of Payment	13.1	The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
	13.2	The Supplier's request for payment shall be made to the Owner in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.
	13.3	Payments shall be made promptly by the Owner, but in no case later than sixty (30) days after submission of an invoice or request for payment by the Supplier, and after the Owner has accepted it.
	13.4	The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

Taxes and Duties

- 14.1 For goods manufactured outside the Owner's Country, the Supplier shall be entirely responsible for all taxes, custom duty stamp duties, license fees, and other such levies imposed outside the Owner's Country.
- 14.2 For goods Manufactured within the Owner's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Owner.
- 14.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Owner's Country, the Owner shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 14.4 The custom duty for import of the material handling machines from the country other than the Owner's is to be paid by the supplier and same shall be reimbursed by Owner on production of the documentary evidence

Performance Security

- 15.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 15.2 The proceeds of the Performance Security shall be payable to the Owner as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 15.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Owner; and shall be in one of the format stipulated by the Owner in the SCC, or in another format acceptable to the Owner.
- 15.4 The Performance Security shall be discharged by the Owner and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

- 16.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Owner by the Supplier herein shall remain vested with the Supplier, or, if they are furnished to the Owner directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested with such third party

Confidential Information

- 17.1 The Owner and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished

directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Owner to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 18.

- 17.2 The Owner shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Owner for any purpose other than the performance of the Contract.
- 17.3 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 17.4 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

**Specification and
Standard**

- 18.1 Technical Specifications and Drawings
 - (a) **The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.**
 - (b) **The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Owner, by giving a notice of such disclaimer to the Owner.**
 - (c) **Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any change in any such codes and standards shall be applied only after approval by the Owner and shall be treated in accordance with GCC**

Clause 32.

Packing and Documents

- 19.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 19.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Owner.

Insurance

- 20.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

Transportation

- 21.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods for supply at the place of delivery shall be in accordance with the specified Incoterms.

Inspections and Tests

- 22.1 The Supplier shall at its own expense and at no cost to the Owner carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 22.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Owner's Country as specified in the **SCC**. Subject to GCC Sub-Clause 22.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Owner.
- 22.3 The Owner or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 22.2, provided that the Owner bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 22.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Owner. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Owner or its designated representative to

attend the test and/or inspection.

- 22.5 The Owner may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 22.6 The Supplier shall provide the Owner with a report of the results of any such test and/or inspection.
- 22.7 The Owner may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Owner, and shall repeat the test and/or inspection, at no cost to the Owner, upon giving a notice pursuant to GCC Sub-Clause 22.4.
- 22.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Owner or its representative, nor the issue of any report pursuant to GCC Sub-Clause 22.6, shall release the Supplier from any warranties or other obligations under the Contract.

Liquidated Damages

- 23.1 Except as provided under GCC Clause 28, if the Supplier fail to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Owner may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Owner may terminate the Contract pursuant to GCC Clause 34.

Warranty

- 24.1 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.
- 24.2 Subject to GCC Sub-Clause 18.1(b), 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.

- 24.3 Unless otherwise specified in the **SCC**, 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 in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 24.4 The Owner 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 Owner shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 24.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Owner.
- 24.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Owner 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 Owner may have against the Supplier under the Contract.

Patent Indemnity

- 25.1 The Supplier shall, subject to the Owner's compliance with GCC Sub-Clause 25.2, indemnify and hold harmless the Owner and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Owner may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) **the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and**
 - (b) **the sale in any country of the products produced by the Goods.**

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 25.2 If any proceedings are brought or any claim is made against the Owner arising out of the matters referred to in GCC Sub-Clause 28.1, the Owner shall promptly give the Supplier a notice thereof,

and the Supplier may at its own expense and in the Owner's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 25.3 If the Supplier fails to notify the Owner within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Owner shall be free to conduct the same on its own behalf.
- 25.4 The Owner shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 25.5 The Owner shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Owner.

Limitation of Liability

- 26.1 Except in cases of criminal negligence or wilful misconduct,
- (a) the Supplier shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Owner and
- (b) the aggregate liability of the Supplier to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Owner with respect to patent infringement

Change in Laws and Regulations

- 27.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Owner's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such

additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

Force Majeure

- 28.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 28.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Owner in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Owner in writing of such condition and the cause thereof. Unless otherwise directed by the Owner in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and
Contract
Amendments**

- 29.1 The Owner may at any time order the Supplier through notice in accordance GCC Clause 6, to make changes within the general scope of the Contract in any one or more of the following:
- (a) **drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Owner;**
 - (b) **the method of shipment or packing;**
 - (c) **the place of delivery; and**
 - (d) **the related Services to be provided by the Supplier.**
- 29.2 If any such change causes an increase or decrease in the cost if, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Owner’s change order.
- 29.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar

services.

29.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time

30.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 10, the Supplier shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Owner shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

30.2 Except in case of Force Majeure, as provided under GCC Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.

Termination

31.1 Termination for Default

(a) **The Owner, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:**

(i) *if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Owner pursuant to GCC Clause 30;*

(ii) *if the Supplier fails to perform any other obligation under the Contract; or*

(iii) *if the Supplier, in the judgment of the Owner has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.*

(b) **In the event the Owner terminates the Contract in whole or in part, pursuant to GCC Clause 31.1(a), the Owner may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Owner for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent**

not terminated.

31.2 Termination for Insolvency.

- (a) **The Owner may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Owner**

31.3 Termination for Convenience.

- (a) **The Owner, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.**
- (b) **The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Owner at the Contract terms and prices. For the remaining Goods, the Owner may elect:**
 - (i) *to have any portion completed and delivered at the Contract terms and prices; and/or*
 - (ii) *to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.*

Assignment

- 32.1 Neither the Owner nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

PART - II

SPECIAL CONDITION OF CONTRACT

The following Special Condition of Contract (SCC) shall supplement and / or amend the General Condition of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Owner's country is: <i>India</i>
GCC 1.1(i)	The Owner is: <i>Inland Waterways Authority of India, Ministry of Shipping, Government of India, represented by Chairman.</i>
GCC 1.1 (n)	The Project Site & Final Destination of supply is: <i>Erada, Dt. Jajpur, Odisha, India</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2010</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 6.1	For <u>notices</u> , the Owner's address shall be: <i>Attention: Shri S. Dandapat, Chief Engineer (Projects & Marine).</i> <i>Address: A-13, Sector - 1</i> <i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh</i> <i>PIN Code: 201301</i> <i>Country: India</i> <i>Telephone: +91 1202543931</i> <i>Facsimile number: +91 1202543973</i> <i>Electronic mail address: cepmiwai.nic.in</i>
GCC 7.1	The governing law shall be the law of: <i>Republic of India</i>
GCC 8.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2 shall be as follows:</p> <p style="text-align: center;"><i>“Clause 8.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 8.2 (b) shall be retained in the case of a Contract with a national of the Owner's country.”]</i></p> <p>(a) In case of Dispute or difference arising between the Owner and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 of Govt of India. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Owner and the Supplier. The third Arbitrator</p>

	<p>shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</p> <p>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the “The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the “The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the “The International Centre for Alternative Dispute Resolution (India)</p>
<p>GCC 10.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p><i>(a) For Goods supplied from abroad:</i></p> <p>Upon delivery of the goods to the consignee the supplier shall notify the Owner and mail the following documents to the Owner and Bank (in case of LC payment):</p> <p>(i) One original and two copies of Supplier’s invoice showing contract number, goods description, quantity, unit price and total amount (ii) Copy of Airway / Seaway Bill marked freight prepaid (iii) Three Copies of packing list identifying contents of each package (iv) Insurance certificate (v) Manufacturer’s / Supplier’s warranty certificate (vi) Manufacturer’s Test report (vii) Certificate of origin</p>

	<p>Partial shipment and transshipment is allowed.</p> <p><i>(b) For Goods from within India:</i></p> <p>Upon delivery of the goods to the consignee, the supplier shall notify the Owner and mail the following documents to the Owner:</p> <ul style="list-style-type: none"> (i) One original and two copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount (ii) Delivery note and acknowledgement of receipt of goods duly sealed and signed by the Consignee (iii) Three copies of packing list identifying contents of each package (iv) Insurance Certificate (v) Manufacturer's / Supplier's warranty certificate (vi) Inspection Certificate issued by the nominated inspection agency vii) Certificate of Origin. viii) Original Copy of Excise duty Gate Pass (Duplicate copy of excise duty gate pass may be sent with transporter) <p>The above documents shall be received by the Owner before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>GCC 12.1</p>	<p>The prices charged for the Goods supplied and the related Services performed "<i>shall not</i>" be adjustable.</p>
<p>GCC 13.1</p>	<p>GCC 13.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the following manner :</p> <ul style="list-style-type: none"> (i) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. (ii) On Acceptance after delivery at site in good condition: Ten (10) percent of the Contract Price of Goods received shall be paid, through Bank Transfer within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Owner. (iii) On completion of satisfactory installation & commissioning: <p>Balance 10% of the contract price of the goods shall be released on satisfactory installation and commissioning. Or in case of delay by more than one month, the payment due may be released against BG as agreed mutually. The BG may be released after the satisfactory</p>

	<p>completion of the work.</p> <p>Payment of local currency portion, including Agency Commission if any, shall be made in INR within thirty (30) days of presentation of claim supported by a certificate from the Owner declaring that the Goods have been delivered and that all other contracted Services have been performed. <i>Accordingly, the payment of any agency commissions and amount along with stage payment is required to be intimated.</i></p> <p>Payment for Goods and Services supplied from/within the Owner’s country:</p> <p>Payment for Goods and Services supplied from within the Owner’s country shall be made in INR, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Owner.</p> <p>(ii) On Delivery: Seventy(70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii)On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Owner.</p> <p>(iii)On completion of satisfactory installation & commissioning:</p> <p>Balance 10% of the contract price of the goods shall be released on satisfactory installation and commissioning. Or in case of delay by more than one month, the payment due may be released against BG as agreed mutually. The BG may be released after the satisfactory completion of the work.</p>
<p>GCC 15.1</p>	<p>A Performance Security <i>“shall” be required</i></p> <p>A Performance Security shall be required within 28 days after the Supplier’s receipt of Notification of Award, the supplier shall furnish Performance Security to the Owner for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>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 and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>

GCC 15.3	<p>If required, the Performance Security shall be in the form of: <i>“a Bank Guarantee” issued by a Nationalized / Scheduled Bank of India or a reputed Foreign Bank having a corresponding Bank in India or endorsed by State Bank of India.</i></p> <p>If required, the Performance security shall be denominated in <i>“the currencies of payment of the Contract, in accordance with their portions of the Contract Price”</i></p>
GCC 15.4	Discharge of the Performance Security shall take place: <i>30 days after the warranty period.</i>
GCC 19.2	The packing, marking and documentation within and outside the packages shall be: <i>Invoice No., Order No., LC No. & Bill of Lading / AWB No.</i>
GCC 20.1	The insurance coverage shall be as specified in the Incoterms.
GCC 21.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 22.1	The inspections and tests shall be: <i>As specified in the Technical Specifications</i>
GCC 22.2	The Inspections and tests shall be conducted at: <i>Location(s) as specified in the Technical Specifications</i>
GCC 23.1	The liquidated damage shall be: 1% per week up to a maximum of 10% after which the bidder have the right to cancel the contract
GCC 23.1	The maximum amount of liquidated damages shall be: <i>10%</i> of the contract price.

<p>C 24.3</p>	<p>The period of validity of the Warranty shall be: 365 days</p> <p>For purposes of the Warranty, the place of final destination shall be:</p> <p><i>Erada, Dt. Jajpur, Odisha</i></p> <p>In partial modification of the provisions, 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:</p> <ul style="list-style-type: none"> (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 in accordance with SCC 4 ; (b) pay liquidated damages to the Owner 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 Owner. (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, vacuum tic products. <p>The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipment's 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.</p> <p>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.</p> <p>The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.</p>
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GCC 24.5	<p>The period for repair or replacement shall be: 30 days.</p> <p>Upon receipt of such notice, the Supplier shall, within the period specified in SCC 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 Owner for the replaced parts/goods thereafter.</p> <p>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.”</p> <p>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 Owner.</p>
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SECTION V.

PART III

TECHNICAL SPECIFICATION

**TECHNICAL SPECIFICATION FOR SUPPLY OF DIESEL HYDRAULIC OPERATED
MATERIAL HANDLING MACHINES**

1. Scope of Specification

This specification is intended to cover general technical requirement for supplying the material handling machines and installation on board the pontoon deployed for providing temporary (floating) terminal facilities for handling mainly bulk cargo from the inland vessels/ barges to the stockyard at the shore or directly to the truck/dumper and vice versa.

2. Scope of the work of the machines and Design Criteria

The material handling machines to be installed on the main deck of the pontoon shall be capable of loading bulk cargo like coal granular, coking coal, ores such as chrome, lime, iron ore, scrap steel, S S Plates etc. using various lifting equipment like hook, clamshell, grab buckets, orange peel buckets etc. No rope controlled grab operation shall be accepted.

The design, manufacture, supply, testing and commissioning of all work under the supply contract of machines and other auxiliaries etc., shall in all respect comply with requirement of this specification and as per the appropriate current International and Indian Standards, codes of practices, statutory rules & regulations, safety codes & practices of ILO (International Labour Organisation) and dock labour board environment protection acts / rules etc.

3. Tenderer / Bidder proposal

The tender/bid document has been prepared in accordance with these specifications, which describes the owner's desire of equipment to be built. However, if anything is not specifically mentioned in the specification but are essential for safe, convenient, reliable and efficient operation of the equipment, shall be provided by the tenderer / bidder at no extra cost to the Owner.

4. Description of the Machines

The machines shall be able to operate and deliver its intended duties efficiently throughout the year having different weather condition at the place of operation. The machines shall be Diesel engine driven with suitable hydraulically operated control mechanism for its various function.

A brief technical specification of the proposed hydraulic material handling machines is as follows:

4.1 Type of machine

The diesel hydraulic operated machine, single operator, full swing machine

4.2 Lifting Capacity (at 75% of tipping & 85% of hydraulic capacity)

With hook attachment the machine should be able to operate at 5 m depth and 5 heights at 15 m radius for lifting cargo of 5 tonne.

With grab of 2 CBM capacity & Cargo of 1.0- 1.2 t / m³, the machine should be able to operate with the following capacities:

- 2.5 tonne of cargo lifting capacity at 5 m depth and 5 m height at 15 m radius
- 1 tonne of cargo lifting capacity at 3 m depth and 3 m height at 15 m radius.

4.3 Engine

Suitable water-cooled diesel engine with turbocharged, direct injection, Speed Idling System, reduced emission & economic mode features. The engine should be from reputed manufacturer with easy local serviceability.

4.4 Working speed

Derricking : From horizontal to 70 degree in 10 seconds.
Slew : 0-8 rpm

4.5 Super structure

The superstructure should consist of the Engine, Hydraulic System, and Oil & Lubricant Tanks along with the Boom Stick configuration. The super structure shall be capable of continuous slewing in either direction and rotate on slew bearing sealed against ingress of dust and water.

4.6 Hydraulic System

The Hydraulic Pump to have Variable Displacement Piston pump generating pressure above 300 Bar. The Hydraulic System to have load sensing regulation for parallel independent operation of the working function load Sensing system for working & drive function, Safety valve for all Hydraulic circuits to be provided cooler to be provided for maintaining safe operating temperature of the hydraulic system.

4.7 Derricking

Hydraulically controlled derricking by means of Double Acting Cylinders with Pilot controlled lowering brake Valve / safety check valve for Hoist & Stick Cylinder to prevent ram collapse in event of hydraulic failure.

4.8 Slew Mechanism

Through gear type hydraulic motor driving a pinion through double reduction gear unit. Pinion meshes with internally /externally cut slew ring gear. 360⁰ smooth and continuous rotation on either direction. Counter balance valve to be provided for smooth operation and control / Multi Disk Brake spring loaded.

4.9 Electrical Equipment

Material Handling System shall be provided with the following:

- Electric starter of reputed make.
- Battery isolation switch.

- Flood lights to be fitted to head of boom root section, or boom head.
- Head lamps
- Parking lights
- Front & Rear service / work lamps / lights.
- Cabin light
- Instrument panel lamps
- Windshield wiper.
- Rear view mirror.

All electrical circuits shall be protected by rated fuses, which shall be easily accessible for maintenance. At least two spare fuses of each size shall be provided in each fuse box.

4.10 Machine Controls

Individual levers for independent or simultaneous operation of crane motions shall be provided. Machine controls for all functions shall be mounted in the driver's cabin.

4.11 Safety Devices

All operations / motions of the crane should have fail-safe safety devices like Overload cutout, Locking valves, Pressure relieve valve in main hydraulic circuit, integrated pilot operated safety check valve, etc. Oil cooler to be provided for maintaining safe operating temperature of the hydraulic system.

Motion cut equipment shall be provided to be operated by the safe load indicator to cut derricking out, and hoist motion when overload condition is reached. Additional visual and audible indication shall be provided in operator's cabin.

A DGMS certified fire extinguisher shall be provided on the crane, suitably mounted in a heavy-duty bracket for ease of removal.

The machine should also be fitted with Warning beacon light, etc.

4.12 Operator's Cabin

The Cabin should not be fixed & should be able to move up & down as per requirement of operation. Large cabin with easy access through side door fully enclosed steel structure with maximum all round vision through safety glass windows shall be fitted with upholstered adjustable driver's seat, front screen wiper, internal light, rear view mirrors and front screen washer, speedometer, milometer, air pressure gauge, water temperature gauge, fuel level gauge etc.

Normal controls for all functions is to be mounted in the cabin.

4.13 Tool Kit

Tool kit for the normal maintenance of the machine should be provided.

4.14 Spare Kits

2 years/3000 hours operational spares for each machine, in the form of kits shall be provided. Recommended spares and their quantities should take into account related factors of equipment reliability, effect of equipment downtime upon production or safety, cost of parts and availability of vendor's service facilities around proposed location of the equipment. Vendor shall also submit a list of recommended commissioning spares with quantities and the itemized prices.

4.15 Lubrication System

The machine to have automatic lubrication system.

5. Operating & instruction manuals and certificates

Vendor has to furnish two sets of operational / service instruction / spare part manuals for each crane. The certificates with respect to safety construction etc issued by any regulatory Authority and builder's certificate of construction are also to be supplied. The copies of instruction and operating manuals are to be in English Language.

6. Inspection and Testing

Each machine shall be subjected to stage wise expediting, inspection and testing at vendor's / sub-vendor's works by Owner / its authorized inspection agency.

Vendor shall submit Quality Assurance (QA) procedure before commencement of fabrication. Approved QA procedures shall form the basis for equipment inspection.

Testing at vendor's works shall be carried out in accordance with applicable procedures and shall include following tests as minimum.

- Stability Test
- No load running test at shop
- Load test at shop & site

Any or all the tests, at Owner's option, shall be witnessed by Owner / its authorized inspection agency.

However, such inspection shall be regarded as check-up and in no way absolve the vendor of his responsibility.

7. Installation and commissioning

On delivery of the crane at Site, the same shall be installed on board the pontoon at Erada by the pontoon builder taking into account all details like load factor, inclination of Pontoon while lifting cargo, safety factor, strengthening of deck etc. The supplier must provide the design and drawings of the foundation to be constructed on the pontoon to builder along with advice for its effective fabrication and erection. If desired the technical personnel of the supplier may supervise and monitor the fabrication and erection of the crane foundation in the yard of the builder of the pontoon.

On delivery at site, the machines will be installed / fixed on the deck of the pontoon under the technical supervision and guidance of the Supplier. The supplier shall be responsible for satisfactory operation of the material handling machines on board the pontoon after installation and commissioning. Thereafter the required test and trial on the operation and functioning of material handling machines, its ancillary/lifting equipment as per the specification shall be carried out.

8 Performance Guarantee

Each machine shall be performance tested at plant and at site after commissioning. The guaranteed parameters shall be checked during the performance test. The vendor at plant shall arrange all instruments necessary for performance testing. For any test to be done at site test loads and lifting tackles will be arranged by IWAI. Calibration of all testing equipment shall be done by vendor.

9 Preservation & Painting

All exposed carbon steel parts to be painted shall be thoroughly cleaned from inside and outside to remove scale, rust, dirt and other foreign materials by wire brushing and sand blasting as applicable. Non-ferrous materials, austenitic stainless steels, plastic or plastic coated materials, insulated surfaces of equipment and pre-painted items shall not be painted. Machined and bearing surfaces shall be protected with varnish or thick coat of grease.

The minimum requirement as the following primer and finish coats has been suggested for application. However, the supplier may maintain the preservation and painting of the crane as considered necessary and the standard adopted during its fabrication and manufacturing.

- Primer-2 coats of high build Chlorinated Rubber Zinc Phosphate, each 50 microns (min.) thick.
- Finish-2 coats of Chlorinated Rubber paint each 35 microns (min.) thick.

The color of finish coat shall be intimated after placement of order.

10 Packaging & Identification

All packaging shall be done in such a manner as to reduce the volume. The equipment shall be dismantled into major components suitable for shipment and shall be properly packed to provide adequate protection during shipment. Attachments, spare parts of the equipment and small items shall be packed separately in wooden-cases.

All assemblies shall be properly match marked for site erection. Detailed packing list in waterproof envelope shall be inserted in the package with equipment.

Each machine shall have an identification plate giving salient equipment data, make, year of manufacture, equipment number, name of manufacturer etc.

11 Auxiliaries

The auxiliaries suitable to the equipment capacity shall consist of Grabs as will be confirmed by the Owner and required tools & Spares.

12. Proposal to be submitted:

Both the material handling machines are to be installed on the deck of the floating pontoon for cargo handling from shore to barge and the vice versa. An installation plan for fixing the machines on board the deck of the pontoon as per the attached drawing indicating the dimensions, may be submitted with the technical bid to ensure required strengthening of deck pales & other structures as well as trim and stability. This will form one of the important documents for evaluation.

Typical Material Handling Equipment arrangement over pontoon

