



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA
(MINISTRY OF SHIPPING, Govt. OF INDIA)
(पोत परिवहन मंत्रालय/भारत सरकार)
P-78, Garden Reach Road
Kolkata – 700 043 (W.B.)

TENDER NOTICE

1. **Name of Work:** Supply of 2NM Navigational LED Lights (solar operated) at Kolkata for Alternate Route of Sunderban Waterway.
2. **Estimated Cost of the Work:** Rs. 4,13,875/- only
3. **Date of sale of tenders:** 29.04.2011 to 19.05.2011 up to 17.00 hrs.
4. **Last date of submission of tender:** 20.05.2011 till 15.00 hours
5. **Date of opening of tender:** 20.05.2011 at 16.00 hours
6. The tender document can be purchased from the office of the **Director, IWAI, P-78, GARDEN REACH ROAD Kolkata – 700 043 (W.B.)** by paying Rs 1000/- (One thousand only) in the form of DD in favour of IWAI fund payable at Kolkata at any nationalized/ schedule bank.
7. The tender document can also be downloaded from IWAI website at www.iwai.nic.in. The cost of tender document as mentioned above should be submitted in the form of Demand Draft in favour of “IWAI FUND” payable at Kolkata at any nationalized/ schedule bank along with bids in case the tender is downloaded from website. Bid without tender cost will be rejected. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

Details information and instruction to the bidders are available at our website i.e. www.iwai.nic.in

DY.DIRECTOR

**TENDER DOCUMENT FOR SUPPLY OF 2NM NAVIGATIONAL
LED LIGHTS (SOLAR OPERATED) AT KOLKATA FOR
ALTERNATE ROUTE OF SUNDERBAN ROUTE**

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भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA
(MINISTRY OF SHIPPING, Govt. OF INDIA)
(पोत परिवहन मंत्रालय, भारत सरकार)
P-78, GARDEN REACH ROAD KOLKATA - 700 043 (W.B.)

NOTICE INVITING TENDER
Tender No. : IWAI/KOL/PROT(5)/RCW/2011-12

Sealed tenders are invited in two covers containing Technical/Commercial bid in first cover and price bid in second cover from reputed manufacturer/suppliers for supply of 35 nos. 2NM Solar Operated LED light system(as detailed in the Tender document).

The estimated cost of the 2NM solar operated LED lights is Rs 4,13,875/-. The total time for supply shall be 45 days from the date of issue of letter of acceptance of bid.

Interested parties having relevant experience may obtain non-transferable Tender document by submitting non-refundable Demand Draft of Rs. 1000/- drawn in favour of "IWAI Fund" payable at Kolkata.

The tenderer shall meet the following qualification criteria for participation in the tender (applicable to all bidders, irrespective of earlier work, if any, for IWAI) and submit necessary documentary proof along with bids.

- i) The tenderer shall be Income Tax (IT) payee and shall submit copy of PAN.
- ii) Having experience of supply of similar type of equipment satisfactorily and performance certificates from the clients.
- iii) Solvency certificate from a scheduled bank in the second scheduled to the RBI Act. For an amount of Rs. 1.25 lakhs
- iv) Earnest money deposit for Rs. 8,300/- through Demand Draft from any Nationalized/Scheduled Bank drawn in favour of IWAI fund payable at Kolkata.
- v) Audited Balance Sheet for last 3 years with Profit and Loss Account duly certified by Chartered Accountant. The net worth of the bidder should be positive as per the last three years audited financial statement.

In case of the foreign Manufacturers who participate in the bid through their accredited Indian Agency/collaborators, the tender form will be issued in the name of the principals only.

Suppliers may also participate with the condition of providing a certificate of being the sole Authorised Dealer of the manufacturer. The suppliers will have to produce a certificate from their manufacturer for arranging all inspections,

testing from the classification Society and stage inspections by surveyors as per the tender conditions.

The tender document shall be available for sale from 29.04.2011 to 19.05.2011 on any working day from the office of Director, IWAI, Kolkata - 700 043 (W.B.). The document can also be downloaded from IWAI's website **<http://www.iwai.nic.in>**. Applicant submitting the downloaded version would need to pay the cost of document along with application in the form of demand draft as mentioned above. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders. The amendments / clarifications, if any, to the document will be available on the above website. Last date for submission of the bids shall be 1500 hrs. (IST) on 20.05.2011. The Technical/Commercial bids shall be opened at 1600 hrs. (IST) on 20.05.2011.

IWAI reserves the right to accept or reject any or all the bids without assigning any reason there off. Bids received late after stipulated date and time of submission of bids due to any reason will not be considered.

Dy. Director

LETTER INVITING BID

No. IWAI/KOL/PROT(5)/RCW/2011-12

Dt.....

To

.....

.....

Sub: Invitation of bid for supply of 2NM Navigational LED Lights (solar operated) at Kolkata for Alternate Route of Sunderban Waterway.

Bid No:- No. IWAI/KOL/PROT(5)/RCW/2011-12

Dear Sir(s),

Sealed item rate bids are invited on behalf of Chairman, Inland Waterways Authority of India (IWAI) for the work as detailed above on competitive basis. A set of the bid is enclosed herewith for submitting your quotations.

Cost in Rupees : Indian Rupees 1000/-
(Rs. One thousand only)

Earnest Money Deposit : Demand Draft for Rs.8,300 (Rupees eight thousands three hundred only)

Period of Work : 45 days from date of issue of work order.

Last date and time for receipt of tender : 20.05.2011 at 15.00 hrs. (IST)

Date & time of opening of Part-I of tender : 20.05.2011 at 16.00 hrs (IST) in the presence of attending representatives of bidders.

Tender to be submitted at the address : Dy. Director
Inland Waterways Authority of India,
P-78, GARDEN REACH ROAD
Kolkata - 700 043 (W.B.)

Please acknowledge receipt of this letter along with all enclosures and confirm that you will submit your bid before the due date.

Dy. Director
Inland Waterways Authority of India,
P-78, GARDEN REACH ROAD
Kolkata - 700 043 (W.B.)

Encl:-ORIGINAL document with drawings.

I. INFORMATION & INSTRUCTIONS FOR THE TENDERERS

1. This tender schedule is only for the work of “Supply of 3NM Navigational LED Lights (solar operated) at Kolkata for Alternate Route of Sunderban Waterway”.
2. Estimated cost: - (Rs. 4,13,875/-)
3. Scope of work : Supply of 35 nos 2NM Solar operated LED navigational lights
4. The tender papers should be submitted in two cover system as mentioned below. The two covers should be placed in an envelope and duly super scribe the same with “**TENDER FOR SUPPLY of 2NM NAVIGATIONAL LED LIGHTS (SOLAR OPERATED) AT KOLKATA FOR ALTERNATE ROUTE OF SUNDERBAN WATERWAY**”.
5.

| | | |
|----------|---|--|
| Cover -1 | : Technical / Commercial bid for supply of 2NM solar operated LED lights. | |
| Cover-2 | : Price bid (Schedule B) for supply of 2NM Solar operated LED lights. | |
6. The cover -1 should contain the technical/commercial bid of the tenderers along with the following details/documents.
 - a) Details of work experience in similar job and satisfactory performance certificate there of as per NIT.
 - b) Solvency certificate as prescribed in NIT.
 - c) Demand draft for EMD, as prescribed.
 - d) PAN number along with audited balance sheet for last three years.
 - e) Tender document – duly signed.
 - f) All other documents stipulated in tender document.
7. The first cover should be super scribed with “**NO-1-TECHNICAL/COMMERCIAL BID FOR SUPPLY of 2NM NAVIGATIONAL LED LIGHTS (SOLAR OPERATED) AT KOLKATA FOR ALTERNATE ROUTE OF SUNDERBAN ROUTE**”.
8. The second cover should contain the financial bid of the tenderer duly placing the quotation in the specified form, i.e. “**SCHEDULE –B**” duly super scribing “**No-2: FINANCIAL BID FOR SUPPLY of 2NM NAVIGATIONAL LED LIGHTS (SOLAR OPERATED) AT KOLKATA FOR ALTERNATE ROUTE OF SUNDERBAN WATERWAY**”.
9. Address of tendering firms, name of tender should also be written / typed clearly on each envelope. (Cover I & II).
10. The second cover i.e. financial bid will be summarily rejected, if the requisite details are not submitted in the ‘**TECHNICAL/COMMERCIAL BID**’ (First cover).
11.
 - a) Earnest money Deposit as per the NIT must accompany the tender. This deposit shall be in favour of Inland Waterways Authority of India. Fund in the form of demand draft on any Nationalized Bank of India payable at Kolkata.
 - b) Tenders not accompanied by Earnest Money deposit shall be rejected. If during the tender validity period, the tenderer withdraws his tender or makes any modifications in terms and conditions that are not acceptable to IWAI the earnest money deposit shall be forfeited.

- c) The Earnest Money Deposit shall be refunded to the unsuccessful tenderers within one month after the date of award of the work to the successful tenderer.
 - d. Interest shall not be paid on Earnest Money Deposit.
 - e. In the case of a successful tenderer, the E.M.D. shall be forfeited on the following grounds:
 - (i) If the tenderer fails to sign the contract in accordance with clause 8 of General Conditions of contract on receipt of award of work.
 - Or
 - (ii) If the tenderer fails to furnish the security deposit in accordance with clause 8 of General Conditions of contract.
12. The rates shall be quoted in Indian rupees and written both in words and in figures. Tenderer shall also show the total of each item, the total of each schedule and the grand total of whole contract. Corrections, if any, shall be made by crossing out, initializing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.
13. The Tender Evaluation Committee (TEC) shall open the tenders in the presence of tenderers who may be present at the time. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over his signature. Such a list shall then be binding on the absentee tenderer
14. The tenderers shall not be entitled during the period of validity of their offer to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof.

The tender shall be submitted in the prescribed form and the same shall be signed in all pages and in all copies properly as laid down hereunder.

- a) If the tender is submitted by an individual or a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address(s), or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tenders.
- c) If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- d) If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for

tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.

- e) All witnesses and sureties shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.
 - f) A tenderer or tenderers who himself / themselves has /have tendered for the same works shall not be a witness. Failure to observe this condition shall render the tender invalid and liable to rejection.
15. The bidder shall give a declaration that they have not been banned or blacklisted by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
16. The "Notice Inviting Tender" and this "Information and Instruction for tenderers" shall form part of the Tender Documents.
17. The following dates are strictly to be adhered to :
- (a) The filled tender form in two cover system will be received upto 1500 hrs on 20.05.2011.
 - (b) The first cover containing technical/commercial bid will be opened at 1600 hrs on 20.05.2011.
18. The second cover of the selected tenderers will be opened after scrutiny of the first cover
19. The Authority shall have the right of rejecting all or any of the tenders, right to split the tendered work among the tenderers and will not be bound to accept the lowest or any tender, or to give any reasons for their decision. The Authority may consider offers of the tenderer either only for buoys or lights or for both at its discretion.
20. Sealed tenders duly superscribing TENDER FOR **Supply of 2NM Navigational LED Lights (solar operated) at Kolkata for Alternate Route of Sunderban Waterway** and containing separately sealed Technical / Commercial and Price bids, may be forwarded, addressed as under, so as to reach at or before the last date & time prescribed above:
- The Dy. Director
Inland Waterways Authority of India
(Ministry of Shipping)
P-78, GARDEN REACH ROAD
Kolkata – 700 043
21. The envelope may be sent by registered post or hand delivered or by courier to reach before closing time. Tenders received after closing time and date will not be accepted. Tenders received by e-mail/fax or by any other means other than specified shall be rejected without prejudice.

II GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

(a) **Chairman :** Means the Chairman of Inland Waterways Authority of India.

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

(c) **Authority :** Means Inland Waterways Authority of India, a statutory body set up under Inland Waterways Authority of India Act 1985 in the Ministry of Surface Transport, Government of India, represented by Chairman.

(d) **Government :** Means the Government of India.

(e) **Inspecting Authority or Inspector :** Means the officer of the Authority or any other person from time to time appointed by the Authority to act as an Inspecting Authority or Inspector for the purpose of the Contract.

(f) **Purchaser :** Means Inland Waterways Authority of India represented by Chairman and include his successor assignees.

(g) **Representative :** Means the Officer appointed by the Chairman on behalf of the Authority to receive the Buoys/Lights with mooring accessories on their behalf upon delivery at the specified destination.

(h) **Test :** Shall mean test or tests as are prescribed by the specification to be made by the Contractor/Purchaser or their nominee, before the Buoys/Lights are taken over the Purchaser.

(i) **Variation :** includes alterations, amendments, omissions, addition or suspensions of the work.

(ii) MARGINAL HEADINGS :

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

(iii) WORDS IMPARTING SINGULAR

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

2. (a) PARTIES:

The parties to the contract are the Contractor and the Purchaser.

(b) AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:

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

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

- (i) For all purpose of the contract including arbitration thereunder, the address of the Contractor mentioned in tender shall be the address to which all communication addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post due to Chairman, Inland Waterways Authority of India, A-13, Sector – 1, Noida, G.B. Nagar (U.P) 201301. The Contractor shall be solely responsible for the consequence of an omission to notify a change or address in the matter aforesaid.
- (ii) Any communication or notice on behalf of the purchaser, in relation to the contract may be issued to the Contractor by Chairman, and such communications and notices may be served on the Contractor either by fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of Chairman.

3. AUTHORITY OF THE CHAIRMAN:

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

4. DELEGATION OF POWERS :

The Chairman on behalf of Authority may from time to time delegate to any person operations to be named by him such of the powers, authorities and discretions vested in him by the Contract as he may think fit and the Contractor shall recognise such person or persons on written notice from the Chairman of his or their appointment and of the powers, authorities and discretions respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretions so delegated.

5. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTION OF THE CONTRACT

(i) SUBLETTING THE CONTRACT :

The Contractor shall not assign lease or sublet or cede this Contract or the benefit hereof or any part thereof any money payable hereunder or sublet the services to be rendered as aforesaid or any part thereof to any other person or company without the previous permission of the Authority certified in writing under the hands of the Chairman and no assignment, lease, cession or subletting although so permitted shall exonerate the Contractor from his liability under this contract and the Authority shall not be bound or required to take notice or give effect to any such assignment, lease, cession or subletting unless the same shall have been made with such permission as aforesaid PROVIDED ALWAYS the Contractor may procure any necessary materials to be manufactured for the purposes of, this contract by any person, firm or company

whose names shall have been submitted to and approved by the Chairman on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Contractor from any responsibility or obligations with reference to any such materials.

(ii) (a) CHANGES IN A FIRM :

(i) Where the Contractor is a partnership firm, a new partner shall not be introduced in the Firm except with the previous consent in writing of the Chairman on behalf of Authority which may be granted only upon accepting of a written undertaking by the new partner to perform the contract of accepting all liabilities incurred by the Firm under the contract

(ii) On the death or retirement of any partner of the Contractor firm before complete performance of the Contract the Chairman on behalf of Authority may, at his opinion cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the purchaser.

(iii) If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Chairman through registered post acknowledgement due.

(iii) (b) CONSEQUENCE OF BREACH :

Should the Contractor or a partner in a Contractor firm commit breach of either of the conditions of the sub clause (a) above, it shall be lawful for the Chairman to cancel the contract and purchase or authorise the purchase of the buoys/lights at the risk and cost of the Contractor and in that event the provisions of **CLAUSE 25 of GENERAL CONDITIONS** shall as far as applicable apply. The decision of the Chairman on behalf of Authority as to any matter or thing concerning or arising out of this sub-clause or any question whether the Contractor or any partner or the contract firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contract.

(iv) ASSISTANCE TO THE CONTRACTOR:

(a) The Contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for fulfillment of the contract and the grant by the Chairman or any other Authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel, or any other commodity or any other form of assistance in the procurement of the material aforesaid, shall not be construed as a representation on the part of the purchaser that the material covered by such license or permit quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the Contractor obtains any materials

at less than their market price or the cost of production of the Buoys/Lights is lowered, the price of the Buoys payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the Chairman whose decision shall be final and binding on the Contractor.

6. INABILITY TO PERFORM CONTRACT:

Should the Contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress may be, from any cause whatever, so slow that in the opinion of the inspector, which shall be conclusive, the Contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract or should he neglect to comply with any directions given to him by the Inspector

or in any respect fail to perform the contract, the purchaser shall have power to declare the contract at an end, in which case the Contractor shall be liable for any expense, loss or damage which the purchaser may incur or sustain by reason, of or in connection with Contractor's default.

7. QUOTATION OF RATES BY CONTRACTOR.

- (i) The price quoted by Contractor shall be firm with no provision for any escalation as per in the cost schedule. The price shall include the cost of the materials and equipment.
- (ii) The price quoted shall not exceed the prices or contravene the norms for fixation of price laid down by Government or where no such prices or norms have been fixed by Government it shall not exceed the price, appearing in any agreement relating to price regulation by any industry in consultation with Government.
- (iii) Price quoted shall include all taxes, insurance and other levies (local and outside the place of manufacture). It shall be inclusive of all costs of the material, labour, tools etc. and should be valid for the entire period of contract. However, various components of overall quoted price e.g. Sales Tax, Service tax, Excise duty, Customs duty, Octroi if any shall be specified in the price bid.
- (iv) The rates shall be quoted in Indian rupees and written both in words and in figures and payment shall be made in Indian Rupees only.

If any new taxes or increase in taxes become applicable after the commencement of the contract affecting the total cost, IWAI will reimburse only the additional tax burden after ascertaining proper certification and proof to this extent.

8. SECURITY DEPOSIT

The successful tenderer will be required to deposit a security deposit of 10% of the value of the contract for the due fulfillment of the contract in the following manner: The Contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of Bank Guarantee *OR* in the form of crossed Demand Draft in favour of "IWAI FUND" from any nationalized/scheduled Bank payable at Kolkata within 15 days from the date of issue of work order.

A sum @ 10% of the gross amount of the bills shall be deducted from each running bills of the Contractor or till the sum along with already deposited as Earnest Money (EMD) will amount to security deposit of 5% of the tendered value of the work.

2. No claim shall lie against the purchaser either in respect of interest or any depreciation in value of any security.

3. If the supplier fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the chairman or his duly authorized representative to forfeit either in whole or in part, the security deposit furnished by the supplier. If the supplier duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" from the Director of the respective local offices, the Chairman on behalf of Authority shall refund the security deposit to the supplier after deducting all costs and other expenses that the purchaser may have incurred and all dues and other money including all lessees and damages which the purchaser is entitled to recover from the supplier.

4. The security deposit shall be with the Authority till the completion of the supply and installation of the equipments and will be refunded after satisfactory completion of the work i.e. supply and installation.

5. Security deposit shall not be exempted to any State/Central Government/ PSU Organizations or any other organizations.

6. If the Contractor having been called upon by the Chairman on behalf of Authority to furnish security, fails to do so within the specified period it shall be lawful for the Chairman :

(i) To recover the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the purchaser or

(ii) To cancel the contract or any part thereof and to purchase or authorise the purchase of the Buoys/Lights at the risk and cost of the Contractor and in that event the provisions of the clause 25 of general conditions.

No claim shall lie against the purchaser either in respect of interest or any depreciation in value of any security.

The Chairman, IWAI, on behalf of Authority may at his option waive the security deposit under special circumstances.

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

(1) All the property of the Authority or purchaser loaned whether with or without deposit, to the Contractor in connection with the contract shall remain the property of Authority or the purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract for no other purpose whatsoever.

(2) All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within seven days of the receipt thereof notified the Chairman to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.

(3) The Contractor shall return all such property in good condition. The Contractor shall be liable for loss or damage to such property in the possession of or under the control of the Contractor, his employees or agents and responsible for the full value thereof to be assessed by the Chairman on behalf of Authority whose decision shall be final and binding on the Contractor.

(4) Where such property is insured by the Contractor against loss or fire at the request of the Authority or the purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.

10. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT:

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

11. TIME AND DATE OF COMPLETION OF WORK

The time and the date stipulated in the tender for the completion of the work shall be deemed to be the essence of the contract. In case of delay the Contractor shall in addition to other liabilities mentioned in the special conditions of contract be liable for all cost of inspection which may be incurred after the date on which the work ought to have been completed. But if the delay shall have arisen from any cause such as strikes, lockouts, fire, accident, riot, etc. which the purchaser

may admit it as reasonable ground for further time, the Purchaser will allow such additional time as he may consider to have been required by the circumstances of the case. However, the Authority shall not have any additional financial implication due to such extension and shall also be with out prejudice to the right of the Authority for taking necessary action as per contract. The date of issue of work order shall be considered as the date of commencement of work.

12. PROGRESS REPORT

- (1) The Contractor shall at an agreed interval of time render reports concerning the progress of the contract in such form as may be required by the Chairman on behalf of Authority.
- (2) The submission, receipt and acceptance of such reports, shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against the Purchaser merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

13. CERTIFICATE AND FEES:

All the test certificates and other certificates are to be handed over to the Chairman or his representative on satisfactory completion of the Contract by the Contractor.

14. PAYMENTS

(a) Subject to any deduction and addition authorised by and to the other provisions of this contract Authority shall apply to the Contractor for the supply of contracted deliverables at the specified destination at all inclusive costs in the manner viz.

- (i) 90% of the agreed cost of number of solar operated LED lights on satisfactory supply at site and acceptance of the same by EIC in NW-1
- (ii) 10% after successful completion of guarantee period of the items as mentioned in clause 14 (b) of the tender document and duly certified by the concern Director/Authorized representative of IWAI.

b) GUARANTEE

The Contractor stands unconditional guarantee of all the deliverables for a period of 12 months from the date of completion of 100% delivery and installation of buoys, reflective tapes and solar operated LED lights in all respect at the specified locations to the Owner's satisfaction.. The Contractor shall obtain a "WORK COMPLETION CERTIFICATE" as proof of completion of the delivery and installation to the Owner's satisfaction, from the Inspecting Authority.

c) SYSTEM OF PAYMENT:

Unless otherwise agreed in writing between Chairman on behalf of Authority and the Contractor payment for the work shall be made by Chairman on behalf of Authority, by crossed cheque on production of the certificate of the inspector or officer appointed by Chairman for the inspection of the Lights. The Contractor must submit the bills and necessary documents including stage completion certificates from owners inspectors, allowing 30 days from the date of submission for the payment of installment subject to the condition that the amount of an installment payment shall in no case exceed the value of the work done.

15. OWNERSHIP OF MATERIALS ON PAYMENT OF FIRST INSTALLMENT:

Upon payment of the first installment of the Contract price the equipments so far as then completed and all accessories either wholly or partially constructed or in preparation and set apart from time to time of the purpose of the contract shall become and shall, with all additions thereto, respectively continue to be the property of the purchaser subject to the purposes of the Contract;

but the Purchaser shall not be liable for any loss or damage by theft, fire, stress of weather or otherwise however. Upon the due completion of contract all such materials which have not been actually used for the purpose of contract shall become the property of and be relinquished to the Contractor.

16. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, deposited by the Contractor and for the purpose aforesaid, the purchaser shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the purchaser shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract without the purchaser or the Government or any person contracting through the Chairman pending finalisation or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the arbitrator.

17. INDEMNITY

(1) The Contractor shall at all time indemnify the purchaser against all claims which may be made in respect of the Buoys/Lights for infringement of any right protected by patent, registration of designs on trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the purchaser, the purchaser shall notify the Contractor of the same and the Contractor shall at his own expense either settle any such dispute or conduct litigations that may arise there from.

(2) The Contractor shall not offer or to give to any person in the employment of the purchaser or working under the orders of the Chairman any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (Whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or he Preservation of corruption by Public Servants shall entitle the Chairman on behalf of Authority to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special condition.

18. INSOLVENCY AND BREACH OF CONTRACT

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

(i) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or other for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter

into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- (ii) If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitled the court or Debenture-holders to appoint a Receiver, Liquidator or Manager or
- (iii) If the Contractor commits any breach of the contract not herein specifically provided for;

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the Contractor shall be liable to pay to the purchaser. For any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to any gain on re-purchase.

19. ARBITRATION

19.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
- (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI.
- (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, IWAI shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

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

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

19.4 The Arbitrator with the consent of the parties can enlarge the time, from, time to time to make and publish his award.

19.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

19.6 Where the amount of claim is Rs. 1,00,000/- (Rupees one lakh only) and above, the arbitrator shall give reasons for the award for each item of Rs. 75,000/- & more.

19.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.

19.8 The arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made thereunder and being in force shall apply to the Arbitration proceedings under this clause.

NOTE : In case of contract with another public Sector Undertaking, the 20.1 to 20.8 Clause shall stand deleted and the following Arbitration Clause shall apply:

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

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

The Venue of the arbitration proceeding shall be Noida/New Delhi

20 LAWS GOVERNING THE CONTRACT

- (1) This contract shall be governed by the laws of India for the time being in force.
- (2) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (3) Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall have the jurisdiction to decide any dispute arising out of or in respect of contract.

21. POWERS OF THE AUTHORITY TO TAKE POSSESSION OF THE EQUIPMENT AND ACCESSORIES IN CERTAIN CASES AND COMPLETE WORKS.

Subject to the terms of the Contract, in the event of the Contractor making default in the supply of the equipment and accessories or in the event of Contractor becoming insolvent or from any cause going or taking steps to go into liquidation (except a voluntary liquidation undertaken with the object of amalgamation or reorganization by separation of departments of the Contractor into separate companies) or taking any steps for compounding with his creditors it shall be competent for (but not incumbent upon) the Authority after due notice to the Contractor in writing, to take possession of the equipments and accessories and for this purpose with power to enter into any contract with other Contractors or manufacturers, and to use Workshops, machineries and tools of the Contractors or such other Contractors or Manufacturers with whom the Contractors may have entered into sub-contracts and the reasonable cost incurred by the exercise of any of the power of

this clause shall be deducted from the purchase money then unpaid, if sufficient, and if not sufficient, shall be made good by the Contractor,

22 APPEAL

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

23 CHAIRMAN'S CERTIFICATE TO BE FINAL

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

24. AUTHORITIES AND THEIR STAFF NOT TO BE PERSONALLY LIABLE:

Nothing in these presents shall be deemed to or shall impose any personal liability of the Authority or their staff.

25 STANDARD BREAK CLAUSE

(1) The purchaser shall in addition to this power under other clauses to determine this contract have power to terminate his liability thereunder at any time by giving three months (or such shorter period as may be mutually agreed) notice in writing to the Contractor of the Purchaser's desire to do so and upon the expiration of the notice the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the provisions of this clause.

(2) In the event of this notice being given the Purchaser shall be entitled to exercise as soon as may be reasonably practicable within that period the following powers or any of them:-

(a) To direct the Contractor to complete in accordance with the contract all or any articles, parts of such articles or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery as may be mutually agreed or in detail of agreement at the contract rate. All articles delivered by the Contractor in accordance with such directions and accepted shall be paid for at a fair and reasonable price assessed on the basis of the contract price when it exists.

(b) To require the Contractor on receipt of the notice of termination:

(i) immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.

(ii) as far as possible consistent with (i) above to concentrate work on the completion of parts already in partly manufactured state; and

(iii) to terminate on the best possible terms such orders for materials and parts bought-out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions given under this paragraphs (a) and (b) (i) and (ii) above as far as this may be possible.

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

(a) The Purchaser shall take over from the Contractor at a fair and reasonable price (assessed on the basis of the contract price of the completed articles), all unused, undamaged and acceptable materials, bought out components and articles in the course of manufacture in possession of the Contractor at the expiration of the notice and properly provided by or supplied to the Contractor for the performance of this contract except such materials, bought out components are supplied to the Contractor through the intervention of the Purchaser or on his behalf:-

(1) the said fair and reasonable price shall be assessed on the basis of the cost price of such materials and/or components, and

(2) If the Contractor elects to retain any materials bought-out components and articles as in this clause provided, he shall settle all claims of supplier in respect of the materials and/or components supplied to him as aforesaid including any claims to any extra charge (if the original stipulated terms had been concessional) and shall keep the Purchaser indemnified against the same.

(b) The Contractor shall deliver in accordance with the direction of the Purchaser all such unused, undamaged and acceptable materials, bought-out components and articles in course of the manufacture (except as aforesaid) taken over by or previously belonging to the Purchaser and Purchaser shall pay to the Contractor fair and reasonable handling and delivery charges therefor,

(c) The Purchaser shall indemnify the Contractor against the commitments, liabilities or expenditure which in the opinion of the Purchaser are reasonable and properly chargeable by the Contractor in connection with the contract to the extent to which the Purchaser is satisfied that such commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the contract. Provided that in the event of the Contractor not having observed any direction given to him under the sub clause (2) hereof the Purchaser shall not be liable under the sub clause to pay any sums in excess of those for which the Purchaser would have been liable had to the Contractor observed that direction.

4. If in any particular case exceptional hardship to the Contractor should arise from the operation of this clause it shall be open to the Contractor to refer the circumstances to the Chairman acting on behalf of the Purchaser who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.

5. The Purchaser shall not in any case be liable to pay under the provisions of this clause any such sum which when taken together with any sums paid or due or becoming due to the Contractor under this contract shall exceed the total price of the articles specified in the Schedule payable under this Contract.

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

- (a) the name of the Contractor shall be substituted for the purchaser throughout except in sub-clause 3 (c) where it occurs for the second and third times;
- (b) the period of the notice of termination shall be one months or such shorter period as may be mutually agreed upon for substantial orders or sublet contracts of or over Rs. 1,00,000/- (Rupees One Lakh), in value.

26. LIQUIDATED DAMAGES

- 26.1** If the Contractor fails to complete supply of all items within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% per week or part there of on the total value of the order subject to a maximum of 10% of the total value of the work (for supply part *OR* installation and maintenance as the case may be).
- 26.2** The above compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Contractor under this or any other contract with the Authority.
- 26.3** All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage, which will have been sustained.
- 26.4** Payment of such damage shall not relieve the Contractor of his obligation to complete the work or from any other of his obligations or liabilities under the contract.

27. FORCE MAJEURE

The term Force Majeure shall herein means Riots (other than among the Contractor's employees) Civil commotion (to the extent not insurable), War (Whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God such as earthquake (above 7 magnitude in Richter scale), lightning, unprecedented floods, fire not caused by Contractor's negligence and other such clauses over which the Contractor has no control and are accepted as such by the Engineer-in-charge whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation required to be performed by them under this contract the relative obligation of the party affected by such force Majeure cause lasts, provided the

party alleging that it has been rendered unable as aforesaid, thereby shall notify within 15 (Fifteen) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

For delays arising out of force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he will categorically specify in his bid and state whether they have been taken into consideration in their quotations.

III - TECHNICAL SPECIFICATIONS FOR SOLAR OPERATED LED LIGHTS

1. INTRODUCTION

The intent of this specification is to outline the details of the Navigational LED Light System for 24 hrs navigational purpose, in Alternate Route of Sunderban Waterway.

2. MANUFACTURE

The Contractor shall manufacture the lights to meet the specifications given in the tender. The final product is to be of excellent finish and quality.

The B.I.S standards will have to be followed wherever applicable

3. LED COMPACT LIGHT SYSTEM:

| | | |
|----|-------------------------|--|
| 1 | Type | Rugged, light weight, waterproof, compact, impact resistant, omni directional, marine flashing beacon with high performance moulded lens cover UV stabilized |
| 2 | Range | > 2 NM at 0.74 ATF |
| 3 | Light Source | High Intensity LEDs with 1,00,000 hrs of life. |
| 4 | Uniformity of Output | Horizontal plane 360 degree |
| 5 | Vertical divergence | >2o at 50% of peak intensity |
| 6 | Signal color | White/Red/Green meeting IALA Standards |
| 7 | Autonomy | 7 days (the light should function in the absence of source of charging i.e. sunlight for 7 days) |
| 8 | Flasher | Microprocessor Controlled, Programmable |
| 9 | Day light control | On/Off preferably Photo diode control |
| 10 | Battery Type | Maintenance free valve regulated Lead Acid |
| 11 | Battery life expectancy | More than 2000 charge discharge cycles |
| 12 | Solar panel | Mono crystalline SPV Module |
| 13 | Remote control | The lights should have remote monitoring & control capability to monitor flashing time and interval of all the lights |
| 14 | Protection | IP 66 |

3.2 NOTE:

(a) Design and prototype testing: The design of the lights shall be developed to discharge the duty and function as in the specifications. The prototype if not available as per the specifications should be developed after the approval of IWAI and concerned statutory bodies like DGLL or other similar organizations. Thereafter the prototype shall be tested in the presence of the representative of statutory. Organization/IWAI and the balance lights shall be manufactured and supplied only after the satisfactory test, trial and submission of certificate from DGLL and other similar organisation.

(b) Weight: the weight of all fittings will be minimum to ensure proper stability of the solar operated LED lights

(c) Documentation: Maintenance manual giving full set of drawings/circuit diagrams, test readings, procedure for testing etc. will be finished. Test certificates from recognised test laboratory (Indian/Foreign) for luminous intensity and divergence etc. will be given as applicable.

(d) Adequate space for housing the battery along with proper securing and stiffening arrangement built within the housing of the lights to be provided as shown in the guidance drawing.

(f) For ensuring maintenance free operation, ease of transport, the lights, batteries, solar panels etc should preferably be mounted in one compact housing unit.

4. DURATION OF WORK:

The time allowed for delivered of all the lights at Kolkata and accepted work shall be **45days** from the date of issue of work order. The contractor will supply **8nos Green** LED lights and **27 nos Red** LED lights to IWAI, Kolkata.

5. PRICING BASIS:

All units rates mentioned under the work order shall be firm and subject to no variation through the duration of the work order, duties, costs and any other charges.

6. TERMS OF PAYMENT:

a) Samples of the lights planned to be supplied should be submitted to IWAI. After selection of the lights and on receipt of approval, the contractor has to supply the balance lights along with all necessary documentation as mentioned under the contract. 90 % Payment will be made after successfully 100% lights delivered and as per certified by EIC or his authorized representative. The balance 10% of amount will be released only after Guarantee period of 24 month. No road challan/Form 4D of sales tax exemption shall be made by this department and the supplier has to built all provisions for all tax as payable under his offered rates.

b) Tax at sources and other deduction as applicable will be deducted from the contractor's payment as per the applicable rates.

7. GUARANTEE PERIOD

The contractor stands unconditional guarantee of all the deliverables for a period of 24 months from the date of completion of 100% delivery of solar operated LED lights in all respect at Kolkata to the owners' satisfaction. The contractor shall obtain a work completion certificate as proof of completion of delivery and installation to the owner satisfaction from the inspecting authority.

8. INSURANCE:

Contractor shall maintain insurance against physical loss or damage to the equipment, manpower and tools, including third party risk or cost during the delivery of lights.

9. SUPPLY:

The contractor shall be responsible for adherence of all supply rules and regulation.

10. MATERIAL:

All the construction material shall be in accordance with the specifications, as per the tender / confirming IS/BS code norms, as applicable. In case of multiple options, prior written approval of EIC shall be sought and his decision shall be final and binding to the contractor.

11. OTHER CONDITIONS:

- (i) No Mobilization charges, will be paid for the solar operated lights
- (ii) No idle time charges will be paid to the contractor on any account.
- (iii) The right to award split up work or to reject the offer without assigning any reason is reserved with the Authority.
- (iv) The contractor will submit to the Authority a bill in triplicate after completion of 100% delivery as per the specification, terms and conditions corresponding to quantity acceptable to the Engineer – in - charge.
- (v) The rate quoted shall include all taxes, duties and any other levies. No additional payment on any such account shall be payable by IWAI.
- (vi) The rate shall be quoted only in Indian Rupees and payment shall be made in Indian Rupees only.
- (vii) The income tax as applicable will be deducted from the bill and to that effect a certificate will be issued.

IV - SPECIAL CONDITIONS

A. **HOLD HARMLESS:**

- i) The Contractor should indemnify and hold the Authority harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Authority.
- iii) The Contractor should protect, defend and indemnify the Owner from any claims by labourers or Sub Contractors for unpaid work or labour performed in connection with this Contractor.

B. **CHANGE ORDERS:**

- i) The Contractor should not make any changes in the schedule of work or the Specifications without written authorization by the Engineer in Charge and written concurrence by the Authority.

C. **UNSATISFACTORY PERFORMANCE:**

- i) In case of unsatisfactory performance/ progress / services by the Contractor, IWAI shall have the right to issue a show cause notice to the consultant requiring him to explain the reason thereof.
- ii) In case of continuation of such unsatisfactory performance / progress / services, IWAI reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the Contractor.

D. **WARRANTIES:**

- i) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.
- ii) The Contractor should further warrant that the rights of the Authority under the present contract are not and shall not be infringed by any prior or subsequent contract, which may have been or may hereafter be entered into by the Contractor with any other party.

E. **MISCELLANEOUS:**

- i) The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.

V. SCHEDULE “A”

: Time Schedule

SCHEDULE FOR SUPPLY OF 2NM NAVIGATIONAL LED LIGHTS (SOLAR OPERATED) AT KOLKATA FOR ALTERNATE ROUTE IN SUNDERBAN WATERWAY.

(To be submitted by Contractor in the form of Bar Chart)

| S.No | Details of work | Time period in weeks | Remarks |
|------|--|----------------------|---------|
| | Supply of solar operated 2NM LED lights for 24 hrs navigation as per the Technical specifications, at Kolkata (Sunderban Waterway) | | |

SCHEDULE "B"

**VI (TO BE SUBMITTED DULY FILLED IN SEPARATE ENVELOPE
SUPERSCRIBING "ENVELOPE-2 FINANCIAL BID FOR SUPPLY OF
2NM NAVIGATIONAL LED LIGHTS (SOLAR OPERATED) AT
KOLKATA FOR ALTERNATE ROUTE IN SUNDERBAN WATERWAY"**

BILL OF QUANTITIES

| S. N | Item | Unit | Qty. | Rate | Total Price |
|---------|--|------|------|------|-------------|
| 1. | Supply of solar operated 2NM LED lights for 24 hrs navigation as per the Technical specifications, at Kolkata (Sunderban Waterway) inclusive of all taxes and duties as applicable as per clause 7 of general condition of contract. | Nos | 35 | | |
| TOTAL | | | | | |

(Rupees _____)

AGREEMENT FORM

THIS AGREEMENT made this day of 2011 BETWEEN Inland Waterways Authority of India, hereinafter called the Authority of the ONE PART AND M/s an existing Company within the meaning of companies Act, 1956 having its registered office at hereinafter called the 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 AUTHORITY proposes to procure solar operated 2NM LED Light system for its own purpose and the CONTRACTOR has agreed to Supply, install and maintain the same on the terms and conditions mentioned below -

1. The Contractor will supply at to the order of supply of Navigational solar operated 2NM LED Lights, in accordance with the subject to the conditions of contract, specifications and schedules attached hereto all of which form part of this agreement.
2. The consideration payable therefore shall be the sum of Rs. payable as stated and on the condition expressed in Clause 14 of general conditions of contract.

IN WITNESS whereof the IWAI has caused on their behalf to hereunto set his hand and the Contractor has hereunto set his hand/the Company has caused its common seal to be afixed hereunto the day and year first 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 Directors passed at a meeting of the Board held on the day of in the presence of

Signed by
.....
(Director of the Company)

Signed

by
for and on behalf of Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata – 700 043(W.B.)

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

PROFORMA OF IRREVOCABLE BANK GUARANTEE
FOR CONTRACT PERFORMANCE
(SECURITY DEPOSIT)

(To be submitted on Non-judicial Stamp Paper of Rs.50/-)

Ref..... Bank Guarantee No.....

Date.....

To

The Director,
IWAI,
Kolkata.

Dear Sir,

In consideration of.....(hereinafter referred to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at... (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a CONTRACT by issue of OWNER's work order dated..... the same having been unequivocally accepted by the Contractor resulting in a 'CONTRACT' bearing No..... dated..... value at..... for..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to..... to Owner. We..... having its Head Office at..... (Hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner on demand any and all monies payable by the Contractor to the extent of..... as aforesaid at any time up to..... without any demur, reservation, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by Owner on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and CONTRACTOR or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Owner and further agrees that the guarantee herein contained shall continue to be in endorsable till the Owner discharges his guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against Contractor and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants contained or implied, in the CONTRACT between OWNER and CONTRACTOR or any other course of or remedy or security available to OWNER. The Bank shall not be released of its obligations under these presents by any exercise by Owner of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Owner or any other indulgence shown by Owner or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and Notwithstanding any security or other guarantee that Owner may have in relation to the Contractor's liabilities. Notwithstanding anything contained herein above our liability under this guarantee is restricted to 10% of the tendered value of the work. and it shall remain in force up to and including 90 days after the expiry of defects liability period and shall be extended from time to time for such period, on whose behalf this guarantee has been given.

Dated this day of..... 20...at.....

WITNESSES

(Signature)
(Name)
(Official address)

(Signature)
Bank's Rubber Stamp
(Name)
(Designation with Bank Stamp)

+ Attorney as per Power of
Attorney No.....
Dated.....