

**TENDER DOCUMENT FOR
SUPPLY, DEMONSTRATION
AND TRAINING OF AUTO
ELECTRONIC LEVEL
EQUIPMENT WITH
ACCESSORIES**

**TENDER No.
KOL/SUR(5)/01/2011**

**INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
P-78, GARDEN REACH ROAD, KOLKATA – 700 043.
 - 2439-6055/5577,  - 2439-5570/1710
Email – iwaical@yahoo.com, dirkol.iwai@nic.in**

INLAND WATERWAYS AUTHORITY OF INDIA

(MINISTRY OF SHIPPING, GOVT. OF INDIA)

P-78, GARDEN REACH ROAD, KOLKATA - 700 043

Phone no. 033-24391710/6055/5577/0393, Tele Fax No. 033-24395570

E mail:- iwaical@yahoo.com, Web Site:- www.iwai.nic.in

No: IWAI/KOL/SUR(5)/2010-11

Date: _____

To

Sub: **Tender document for supply, demonstration and training of auto electronic level with accessories.**

Ref: Your letter no.

Dated:

Sir,

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

The last date for receipt of tender is 10.03.2011 upto 15:00 hours at the O/o the Director, IWAI, Kolkata.

Issuance of tender document will not construe that such bidders are automatically considered qualified. Yours faithfully,

(S.V.K.Reddy)
Dy. Director

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TENDER NOTICE No. KOL/SUR (05)/01/2011

1. Name of Work: **Tender document for supply, demonstration and training of auto electronic level with accessories.**
2. Estimated Cost of the total work: 1.185 Lakhs
3. Date of sale of tenders: From 22.02.2011 to 09.03.2011
4. Last date of submission of tender: 10.03.2011 upto 15:00 hrs.
5. Date of opening of technical bid of the tender: 10.03.2011 at 16:00 hrs.
6. Cost of the Tender document: `500/-.
8. For further details please contact IWAI office or visit our website at 'www.iwai.nic.in'



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NOTICE INVITING TENDER

Name of Work: Tender document for supply ,demonstration and training of auto electronic level with accessories.

1. Inland Waterways Authority of India (IWAI) invites sealed tenders two covers, cover – I (Technical Bid) and Cover – II (Price Bid), from reputed survey equipment suppliers for Supply, Demonstration and Training of Auto Electronic Level equipment along with accessories.
2. The sealed tenders should super scribe the words **“Tender document for Auto Electronic Level with Accessories”**
3. **Estimated Cost of the work and other details are as under:**

Sl. No	Location for supply	Item Details	Estimated Cost (in Lakh)	EMD (`)
1.	Kolkata, West Bengal	<i>Supply ,demonstration and training of One no. auto electronic level of accuracy <=2.5mm on 1Km. Double Run with accessories like Tripod with adjusting tool, Rechargeable Battery(s) with chargers (compatible),two leveling staffs(compatible), Data Downloading Cables, Data processing softwares, carry case, user manual and driver cds, etc.</i>	1.185	3,555/-

TERMS & CONDITIONS: -

3. Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for ₹ 500/- (Rupees Five Hundred only) drawn in favour of “IWAI-FUND” payable at Kolkata. Tender document will be available for sale from 22.02.2011 to 09.03.2011 between 10:00 hours to 17:30 hours (IST) on any working day from Monday to Saturday from the office of the Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata 700043.

4. The tender document can also be downloaded from the IWAI’s website “www.iwai.nic.in”. Bidders submitting the downloaded version of

tender document is required to submit `500/- (Rupees Five Hundred only) i.e. an amount equal to the cost of tender document along with tender in the form of demand draft made in favour of "IWAI-FUND" payable at **KOLKATA** at any nationalized/ schedule bank. 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.

6. The tenderer shall meet the following pre-qualification criteria:
 - i. Tenderer should have similar work experience for supply of survey equipments in Govt./Semi Govt./PSU/Rail/Reputed Ltd. Companies.
 - ii. Tenderer shall have Permanent Account Number issued by the Income Tax Deptt.
 - iii. Tenderer shall be registered with sales tax / trade tax department.
 - iv. Tenderer should have valid authorization certificate of the manufacturer of the manufacturer equipment.
 - v. The tenderer shall be agreed to abide the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
 - vi. The tenderer shall submit/deposit the required Earnest Money Deposit in the form of demand draft. Any / all submissions made without the earnest money and/or after the closing date mentioned hereinafter in clause 7 shall be deemed to be rejected.
7. **IWAI will not be responsible for any postal delays.** The complete bid as per the tender document should reach to the office of **Director, IWAI, Kolkata** latest by 10.03.2011 upto 15:00 hrs. The technical bid will be opened on the same day at 16:00 hrs. in the presence of intending bidders.
8. Tenders from Manufacturers/Suppliers/Tenderers whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.
 - 9 The Director or TEC members of IWAI does not bind to accept the lowest quotation and reserves the right to himself, to reject or partly accept any or all the tenders received without assigning any reason and no correspondence shall be entertained in this regard.

Dy. Director

FORM OF TENDER

To,

THE DIRECTOR
INLAND WATERWAYS AUTHORITY OF INDIA,
P-78, GARDEN REACH ROAD,
KOLKATA - 700 043

Name of Work: **Tender document for supply, demonstration and training of auto electronic level with accessories.**

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement etc for the above named works, I/ We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and Deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications and instructions as mentioned in the tender documents.
3. I am tendering for the works mentioned in the table below and submitting the EMD separately for each quantity with accessories in the form of demand draft in favour of IWAI Fund payable at **KOLKATA** on Nationalized / schedule bank as per the details given therein:

Sl. No	Location for supply	Item Details	Demand Draft No., Date and amount of EMD (₹)	Details of Bank (Name of Bank, Branch & Address)
1.	Kolkata, West Bengal	<i>Supply ,demonstration and training of One no. auto electronic level of accuracy <=2.5mm on 1Km. Double Run with accessories like Tripod with adjusting tool, Rechargeable Battery(s) with chargers (compatible),two leveling staffs, Data Downloading Cables, Data processing softwares, carry case, user manual and driver cds, etc.</i>		

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we do make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to an other right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.
9. I/ We understand that you are not bound to accept the lowest or any Tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.
11. I/ we certify that I/we am/are familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein or environment.

12. It is certified that all information given in the tender are true and nothing has been concealed/ distorted. If at any time, it is found to have concealed/ distorted any material as mentioned above I/we am/are agreeable for summarily termination of contract by IWAI.
13. It is certified that no alteration/modification has been made in the tender document.

Date Signature

.....

Name.....

.....

Designation

Duly authorized to sign & submit tender for an on behalf of
(Name and address of firm)

M/s

Telephone nos.....FAX No.....

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos... ..

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping; Govt. of India)

PART I

INFORMATION AND INSTRUCTIONS FOR TENDERERS

1. **INLAND WATERWAYS AUTHORITY OF INDIA** hereinafter referred "The Authority" wishes to received sealed tenders for supply of Auto Electronic Level, which includes supply ,demonstration and training of auto electronic level hereinafter referred as "Equipment/Materials".
2. The details of work to be carried out and its scope are given in this tender document, which also indicate brief descriptions of the work to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
3. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderer who resort to any form of canvassing shall be summarily rejected.
4. The E.I.C. IWAI reserved the rights to reject any or all of the tenders received without assigning any reasons whatsoever. He also reserves right for himself of accepting the whole or any part of the tender and Tenderer shall be bound to perform same as the rates quoted. The tender in which, any of the prescribe conditions are not fulfilled or incomplete in any respect liable to be rejected.
5. At any time prior to the deadline or submission of tender, the Authority may for any reason whether by its own initiation in response to clarification requested by a prospective tenderer modify the tender document by amendments.
6. In order to afford respective tenderer reasonable time in which time in which to make amendment on this account in their tender document, the Authority may at its discretion to fix fresh deadline for submission of bid or it's opening.

7. Earnest Money Deposit (E.M.D.).

The bidder shall furnish as part of its tender, E.M.D. of ` 3555/- (Rupees Three Thousand Five Hundred and Fifty Five) only. The E.M.D. shall be drawn in form of crossed demand draft (D.D.) from any Nationalized/Scheduled bank (Schedule I & II as per R.B.I. Guidelines in favour of "INLAND WATERWAYS AUTHORITY OF INDIA FUND" payable at KOLKATA. No bidder shall be exempted from submission of EMD under any circumstances.

(B) INSTRUCTIONS FOR SUBMISSION OF BID

- 1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.
- 2.0 This tender schedule is only for the work of "*Supply, Demonstration and training of Auto Electronic Level with Accessories*".
- 3.0 Total estimated cost of works is `1.185 Lakhs
Tender should be submitted in two covers viz. separate sealed Envelope-1 and Envelope-2 and both of these covers should be placed in an envelope duly super scribing clearly the name of the work "***Tender document for Auto Electronic Level with Accessories***" and the note TENDERS TO BE OPENED BY THE ADDRESSEE ONLY" written prominently. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelope containing each part shall be superscripted as under:

Envelope -1: Technical & Commercial Bid.

Envelope -2: Price Bid of offer.

Envelope 1: The first cover shall be submitted along with the following documents and the cover should be super scribed with "ENVELOPE 1: TECHNICAL/ COMMERCIAL BID for Supply ,demonstration and training of Auto Electronic Level with accessories: -

- a) Bid document marked Original duly completed and signed on every page except prices.
- b) Blank Performa of Schedule of Prices (prices not to be filled)
- c) Experience certificate.
- d) Permanent Account Number (PAN) issued by Income Tax Department.
- e) Copy of the sales tax registration certificate.

f) Copy of the valid authorization certificate of the manufacturer of the equipment.

Envelope 2: The second cover shall be submitted along with the following documents and the cover should be super scribed with and the cover should be super scribed with “ENVELOPE 2: PRICE BID FOR Supply ,demonstration and training of Auto Electronic Level with accessories.

(i) Schedule of Prices duly filled in the specified form i.e. Bill of Quantity”

(ii) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid (envelope-2) will be a sufficient cause for rejection of bid.

4.0 Bidders are advised to submit quotation strictly based upon technical specification, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.

5.0 Earnest Money Deposit for the work as indicated against item of work in the Notice inviting tender should be submitted by Demand Draft drawn in favour of “IWAI-FUND” payable at **KOLKATA** on any Nationalized / Scheduled Bank of India. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.

6.0 In case the purchaser of the tender document decide not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.

7.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.

8.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.

9.0 Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder’s organization as following:

10 (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

10 (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

10 (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership

deed and current business address of all the partners of the firm shall also accompany the Tender.

- 10 (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. „Satisfactory evidence“ means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
- 10 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.
- 10 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each pate in the tender will be dated.
- 11.0 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 12.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid.
- 13.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 14.0 The Bid documents shall be signed by the bidder on each page.
- 15.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.

- 16.0 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words; the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material/ equipment" etc. is liable to be rejected.
- 17.0 IWAI shall have an unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.
- 18.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.
- 19.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 21.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. 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 their signature. Such a list shall then be binding on the absentee tenderer.
- 22.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.
- 23.0 IWAI reserves the right to reject any or all bids without assigning any reasons.

PART – II

GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.

- viii) **Chairperson:** means Chairperson of Inland Waterways Authority of India.
- ix) **Director** means the Director of the Authority, as the case may be.
- x) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- xi) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- xii) **Senior Account Officer** means the Senior Account Officer of the Authority, as the case may be
- xiii) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- xiv) **Day:** means a calendar day beginning and ending at mid-night.
- xv) **Week:** means seven consecutive calendar days
- xvi) **Month:** means the one Calendar month.
- xvii) **Site** means the waterway and / or other places through which the works are to be executed.
- xviii) **Urgent Works:** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- xix) **Work/ works:** means work / works to be executed in accordance with the contract.
- xx) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- xxi) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xxii) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

- 2.1.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context. Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

CLAUSE – 3: SECURITY DEPOSIT/PERFORMANCE GUARANTEE

- 3.1 **SECURITY DEPOSIT** 10% of total contract value shall have to be deposited by the successful bidder as security deposit against which EMD value deposited along with the tender shall be adjusted against the security deposit. The balance amount after adjustment of EMD shall be deposited in IWAI Fund in the shape of demand draft within 5 days from the date of received of supply order or in the form of Bank Guarantee for sum of 10% value of work order from any reputed bank (Nationalized/Scheduled bank) initially valid for 60 days after the expiry of warranty period.
- 3.2 The contractor whose tender is accepted has to enter into an agreement with IWAI for the due fulfillment of the contract. The security amount will be accepted in form of demand draft in favour of Inland Waterways Authority of India – Fund only payable at KOLKATA.
- 3.3 The total security deposit/performance guarantee shall remain with IWAI till completion of warranty period after satisfactory delivery of the materials.
- 3.4 Interest will not be paid on security deposit or performance guarantee.
- 3.5 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
 - ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.

- 3.6 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.
- 3.7 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of equipment through out the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in anyway with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 3.8 If the Contractor feels that any variation in work or in quantity of work be beneficial or necessary to fulfill the guarantees called for, he shall bring to this notice of the Engineer in charge in writing, at appropriate time but prior to the execution of the work and take written acceptance of same from the engineer before supply of instrument.
- 3.9 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 3.10 In case of delay in the supply of instrument, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in supply and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 3.11 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or

from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

CLAUSE – 4: REFUND OF SECURITY DEPOSIT

The security deposit less any amount due shall, on demand, be returned to the contractor after 60 days of the expiry of warranty period provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

CLAUSE – 5: SUFFICIENCY OF TENDER

- 5.1 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.
- 5.2 The Contractor is deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted should be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 5.3 Any neglect or omission or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matter affecting the contract shall not relieve the Contractor, of his responsibility/any risk/liability for completion of the work in strict accordance with the terms of the Contract.

CLAUSE – 6: CONTRACT DOCUMENTS

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.

- 6.3 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

CLAUSE-7: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE

- 7.1 The duties of the representative of the Engineer-in-Charge may test and examine any supplied materials/ parts to be supplied connection with the works.
- 7.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 7.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 7.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in- Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in- Charge in this regard shall be final and binding on the contractor.

Clause – 8: CHANGE IN CONSTITUTION

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carryout the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 21 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-22.

CLAUSE – 9: SUPPLY TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION, DESCRIPTIONS AND ORDERS ETC.

- 9.1 The contractor shall execute the whole and every part of the supply in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 9.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract: (a) Specifications or revisions thereof other than standard printed specifications (b) Explanations, instructions etc. Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.
- 9.3 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.
- 9.4 The Contractor shall not be entitled to any right or claim whatsoever by reason of any representation/ explanation/ statement/ directions/ instructions or alleged representations/ explanation/ statement/ directions/ instructions, promises or guarantees given or alleged to have been given to him by any person other than what has been stated in the contract in his personal capacity.

CLAUSE – 10: DEVIATIONS

- 10.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way

vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.

- 10.2 Such items of work, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.
- 10.3 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:
- 10.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

CLAUSE - 11: INSTRUCTION AND NOTICE

- 11.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-Charge.
- 11.1 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 11.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 11.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a work site order book maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If

required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE – 12: PATENT RIGHTS

- 12.1 The contractor shall indemnify the Authority, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Authority or any agent, servant or employee of the Authority in respect of any such materials as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Authority but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursement to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.
- 12.2 The contractor shall at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/ comply any decree, order or award made against the owner.
- 12.3 Neither the contractor nor through any counsel engaged by the contractor shall defend himself in the name of the Authority in any suit or proceedings.
- 12.4 The Authority shall not be under any obligation to make the final payments to the contractor till any such suit or claim remains unsettled.

CLAUSE – 13: MATERIALS

- 13.1 The contractor shall at his own expenses provide / arrange all materials required for the bonafide use on work under the contract.
- 13.2 All materials parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his cost, of the materials parts as may be specified by the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall

provide all facilities to carry out the same. The cost of materials parts consumed in such tests and also expenses incurred thereon shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.

- 13.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials parts intended to be used in or the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

CLAUSE - 14: LAWS GOVERNING THE CONTRACT

- 14.1 The Courts at Kolkata only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

CLAUSE – 15: FORCE MAJEURE

- 15.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes 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 of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 15.2 For delays arising out of Force Majeure, the bidder shall 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.

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

CLAUSE - 16: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 16.1 If it appears to the Engineer-in-Charge or his representative at any time during to or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or defective workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in- Charge forthwith rectify or replace the materials so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.
- 16.2 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employee shall be to the account of the contractor, who shall make good the loss.

CLAUSE – 17: CONTRACTOR'S LIABILITY

- 17.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 17.2 Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.

CLAUSE – 18: SUSPENSION OF WORKS

- 18.1 The contractor shall on the order of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge.

CLAUSE – 19: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

CLAUSE – 20: TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

CLAUSE– 21: CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART

21.1 If the Contractor does not commence the work in the manner described in the Contract document or if he shall at any time in the opinion of the engineer.

- (i) Commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (ii) Fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- (iii) Fails to carry on the work in conformity/ accordance with the contract document or mobilize/ supply suitable equipments, labour, materials or other equipments to the site as stipulated in the contract, or
- (iv) Fails to commence, carry and execute the work to the satisfaction of the EIC, or
- (v) Abandon the work, or
- (vi) Substantially suspend the work or the works for a minimum period of 30 days without any authority/ prior permission of EIC, or
- (vii) Commit or suffer or permit any other breach of any of the provisions and terms of the Contract to be performed by him or it is observed that the said breach persists 15 days, after notifying to the Contractor in writing by the engineer requiring such breach to be remedied or
- (viii) The contractor becomes bankrupt, insolvent or goes into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction which amalgamations or reconstruction would assume complete responsibility and liability of the work with the prior approval of the owner and would furnish all guarantees by new formation.
- (ix) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall

have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

Then the Authority shall have the power to enter upon the work and take possession of all the equipments of the contractor thereon, and to remove the contractor's license to the same and to complete the work by his agents or other contractor or workmen or to relate the same upon any terms and conditions and so such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose of completion of the work specified in the contract, and without any payment/allowance to the contractor for the use or of the equipment or being liable for any loss or damage thereto the equipments. If the Authority shall by reason of its taking the possession of the works being completed by other contractors (due account being taken of such extra work or works which may be omitted) then the amount of such excess work or works which may be due for work done by the contractor under the contract and not paid for.

In case of any deficiency to be paid to the Authority by the contractor, the contractor shall make or in case of any deficiency remaining unsettled then the Authority shall have the power to sell in such a manner and for such a price as it may think fit all or any of the equipments belonging to the contractor and to recoup and retain the said deficiency or any part thereof out of the sale proceeds.

22 CORRUPT PRACTICE

The Contractor shall not offer or to give to any person in the employment of the Authority 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 forbore to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or 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 the Prevention of Corruption Act. 1947 or any other Act enacted for the prevention of corruption by Public Servant shall entitle the Chairman 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 conditions.

CLAUSE - 23: COMPLETION TIME AND EXTENSIONS

23.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

23.2 However, if the work is delayed on account of:

- i) Suspension of work as per clause 18; or
- ii) "Force Majeure" as per clause 16; or
- iii) Any other cause which, in absolute discretion of the Engineer-in-Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

23.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

CLAUSE – 24: COMPENSATION FOR DELAY

24.1 If the contractor fails to complete all items of works in respect of any of the sub- group/group and/or work as a whole as the case may be and before the expiry of 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 allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 36.

CLAUSE – 25: LIQUIDATED DAMAGES

- 25.1 If the contractor fails to complete all items of works 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 1/2 % (half percent) per week on the total value of the contract subject to a maximum of 10% of the total value of the contract.
- 25.2 Should however, the contractor achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the Authority will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.
- 25.3 The amount of 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
- 25.4 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.
- 25.5 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

CLAUSE – 26: INSPECTION AND APPROVAL

- 26.1 The entire supply works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.
- 26.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall

afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he consider it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

CLAUSE – 27: COMPLETION CERTIFICATE

- 27.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and terms and conditions of the contract. As soon as the work under the contract is completed as a whole or as a part the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.
- 27.2 No certificate of completion shall be issued as stipulated above and no work be considered to be completed. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the work, the Engineer-in-Charge, may as he thinks fit and at the risk at cost of the contractor, fulfill such requirements.

CLAUSE - 28: MEASUREMENTS

- 28.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.

CLAUSE – 29: PAYMENT ON ACCOUNT

- 29.1 Bills along with Challans shall be submitted by the contractor after the supply of instrument as per supply order to the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the technical conditions.

- 29.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 29.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 29.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC.
- 29.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 29.6 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 30: TAXES, DUTIES AND LEVIES ETC.

- 30.1 The prices shall include all the taxes, levies, cess, octroi, royalty, excise service tax or any other local or central taxes as applicable/ charged by Center or State Government on all materials, delivery charges, demonstration charges etc. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, delivery charges, demonstration charges etc

CLAUSE-31: TAX DEDUCTION AT SOURCE

- 31.1 TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.

CLAUSE – 32: PAYMENT OF FINAL BILL / SECURITY DEPOSIT

- 32.1 The final bill/ Security deposit shall be released only after expiry of 60 days of warranty period which shall be retained as post warranty maintenance.If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within

the said period of six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 33: OVER PAYMENTS AND UNDER PAYMENTS

- 33.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 33.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 33.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 33.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 33.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-

Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE- 34: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

- 34.1 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.
- 34.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

CLAUSE – 35: FINALITY CLAUSE

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout out of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.

CLAUSE – 36: ARBITRATION

- 36.1 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 receipt 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. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
 - (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, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 36.2 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 Chief Engineer 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.
- 36.3 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.
- 36.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 36.5 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.
- 36.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 36.7 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.
- 36.8 The arbitration and conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

NOTE: In case of contract with another public Sector Undertaking, 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 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 or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

- 36.9 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be KOLKATA and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

CLAUSE – 37: VALIDITY OF TERMS & CONDITIONS:

- 37.1` The parties agree that if any term or provision of this contract is declared by a Court of competent jurisdiction to be illegal or in conflict with any law, t he validity of the remaining terms and provisions shall not be effected and the right and obligations of the parties shall be construed and enforced as if this contract did not contain the particular term or provision held to be invalid.

PART III

TECHNICAL AND SPECIAL CONDITIONS OF CONTRACT

1. The Electronic Auto Level should be of good/branded quality and free from all manufacturing defect and the suppliers should specify the Make/Brand and Name of the Manufacturer with address, country of origin etc.
2. Should capable of taking optical as well as electronic mode of leveling.
3. The equipment should free from all types of instrumental error like collimation, tilt error.
4. The lens and eye piece of the level instrument should not contain any scratches defect.
5. The level should have a clear backlit LCD panel that will display the height difference and Reduced Level and can be easily read.
6. The level should support sight and shoot measurement in electronic mode of measurement.
7. The instrument should comply the following minimum technical specifications:
 - (a) **Minimum Accuracy:** ≤ 2.5 mm. in 1(one) Km. double run.
 - (b) **Minimum sight distance:**
 - (i) **In Electronic measurement – 2m. to 100m.**
 - (ii) **In Optical measurement – 5m to 500m.**
 - (c) **Magnification Minimum – 20x**
 - (d) **Powered by Rechargeable batteries.**
 - (e) **Weight ≤ 2.5 Kgs.**
 - (f) **Data storage – Minimum 500 points.**
 - (g) **Image forming – Erect.**
 - (h) **Electronic measurement time - ≤ 7 sec.**
 - (i) **Data processing capabilities.**

8. The level instrument should accompany the following accessories
 - (a) Bar coded staffs – 2nos (compatible with the level).
 - (b) Good quality lightweight tripod.
 - (c) Carry case.
 - (d) Water proof cover.
 - (e) Adjusting tools.
 - (f) Rechargeable batteries (compatible with the level).
 - (g) Rechargeable battery charger.
 - (h) Data downloading cable.
 - (i) Data processing software.
9. The tripod for mounting of level instrument should be lightweight and good/branded quality with carry handle & belt.
10. The level should provide satisfactory clear view within the specified range.
11. Full demonstration of all features of the level and post data processing techniques should be provided to all IWAI Kolkata survey officials by a qualified representative of the successful firm on a date/period proposed by IWAI, Kolkata regional office.
12. IWAI will not pay any kind of charges for demonstration of the level equipments.
13. **Delivery Schedule:** All materials should be delivered without any physical damage within 30(thirty) days from the date of receives the work order to the successful bidder.
14. **Demonstration:** The level should be fully demonstrated by the successful firm after supply of the materials and as per schedule intimated by IWAI subsequently.
15. **Warranty:** The level with accessories should carry warranty at least for one year and proper warranty card/certificate should be submitted at the time of delivery of the materials.
16. **Payment Schedule:**
 - (a) 90% of the total awarded cost of the work will be issued only after satisfactory supply, demonstration and training of the equipment as per delivery schedule and on submission of proper Invoice and Delivery Challan and certification by the Engineer-In-Charge and/or by

his authorized representative. No advance payment will be made under any circumstances.

(b) 10% of the total awarded cost of the work will be retained as security deposit/performance guarantee and will be released after 60 days of expiry of Warranty period satisfactorily.

17. **Agreement:** An agreement will be made in between successful firm and IWAI with in five days after award of the work. No payment will be made prior to finalization of the agreement.
18. **The order acknowledgement** should be from the principals and if the Indian Agent is empowered to quote and to furnish order acknowledgement, a copy of agreement entered by you with the Indian Agent to be furnished.
19. The supplier shall be entirely responsible for all taxes, local takes, stamp duties and other such levies imposed. The prices quoted by the bidder should be inclusive all duties and taxes.
20. The suppliers shall be entirely responsible for delivery of the materials. The prices quoted by the bidder should be inclusive charges. IWAI will not responsible for loss/damage of the materials during transit/storage.
21. Suppliers should clearly define the **warranty period** and the kind of mechanisms of **post-warranty** maintenance or support. Warranty shall commence from the date of supply and acceptance of the complete equipments supplied under the Purchased Order. Supplier should undertake to support the product for a minimum period of 5 years (post warranty). AMC charges should be quoted separately (annual basis) in the Financial bid.
22. **Compliance Statement:** Equipments point-by-point comparison / compliance statement with **technical specification** indicated in the tender, should be enclosed along with your tender as well as any other extra features of the equipment be shown separately therein and also **compliance statement for all commercial terms** of the tender document.

PART IV

Bill of Quantity

Sl. No.	Items' Description	Unit	Qty.	Rate (₹)	Amount (₹)
1.	<i>Supply ,demonstration and training of One no. Auto Electronic Level of accuracy <=2.5mm on 1Km. Double Run with following accessories:</i>				
(a)	<i>Tripod (Compatible with the Level)</i>				
(b)	<i>Bar Coded Staffs (Compatible with the Level) 2sets</i>				
(c)	<i>Rechargeable Batteries (compatible with the Level)</i>	Set	01		
(d)	<i>Rechargeable Battery Chargers for the rechargeable batteries stated above</i>				
(e)	<i>Carry Case</i>				
(f)	<i>Waterproof Cover</i>				
(g)	<i>Adjusting tools</i>				
(h)	<i>Data downloading cable</i>				
(i)	<i>Data Processing Software</i>				
	TOTAL COST (₹)				

Rupees in words _____

Date

Signature

Name.....

Designation

Duly authorized to sign & submit tender for an on behalf of
(Name and address of firm)

M/s

Telephone nos.....FAX No.....

PART V

QUESTIONNAIRE

- a. Name of the Manufacturer / Tenderer.**
- b. Full postal address with Telephone, Telefax, Email.**
- c. Please specify whether Public Limited, Company, Private Organization or Partnership Firm.**
- d. Nature of the Business.**
- e. Date of Establishment.**
- f. Present Turnover.**
- g. Permanent Income Tax Ref. No.**
- h. C.S.T. / S.T. NO.**
- i. Address & Telephone Nos. of your branch office in Kolkata (please specify whether Distributing/Servicing/Marketing the products).**
- j. Reference of reputed Customers.**
- k. Details of the highest order executed and value thereof.**
- l. Authorization from Manufacturer/Supplier attached.**
- m. Tender fee submitted/enclosed.**
- n. E.M.D. attached with TECHNICAL BID.**
- o. Infrastructure facilities required for installation & commissioning attached.**
- p. Technical Specifications/Literature/Brochure attached.**
- q. Tender Acceptance.**

PART VI

TENDER ACCEPTANCE UNDERTAKING

To
The Director,
Inland Waterways Authority of India,
P-78, Garden Reach Road,
Kolkata-700 043.

Sir,

Having examined the tender document **for SUPPLY ,DEMONSTRATION AND TRAINING OF AUTO ELECTRONIC LEVEL EQUIPMENT WITH ACCESSORIES**, we the undersigned hereby offer to supply the equipment in conformity with all specifications and conditions set out in the tender document.

We enclosed all the relevant documents as per the tender.

We understand that you are not bound to accept the lowest or any tender received.

Date:

(Signature of Bidder)

Name:

Designation:

Seal

PART VII

BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE GUARANTEE

To
The Chairman
Inland Waterways Authority of India
P-78, Garden Reach Road, Kolkata – 700043.

In consideration for the Chairman, Inland Waterways Authority of India hereinafter called „the Authority” having agreed, under the terms and conditions of the Agreement dated made between..... and ...for the due fulfillment of the said Agreement by the Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....) at the request of..... Contractor(s), We (Bank) do hereby undertake to pay to the Authority an amount not exceeding Rs..... against any loss or damage caused to or suffered, or would be caused to or suffered by the Authority by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)“ s failure to perform the said Agreement,. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers(s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till..... Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contactor(s) and accordingly discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is served in writing on the bank but before the expiry of the said period of years in which case it shall be

enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period of years. Page 7 4 of 78

5. We,.....further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contactor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. It shall not be necessary for the Authority to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Authority may have obtained or obtain from the Contactor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to `..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / supplier(s).

9. We,..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated thedate of.....2011

for.....
(indicate the name of Bank)

Signature.....

Name of the Officer.....
(in Block Capitals)

Designation of Code No.....
Name of the Bank and Branch.

PART – VIII

AGREEMENT FORMAT

This agreement made on _____ day _____ year _____ between the Inland Waterways Authority of India (hereinafter called the "IWAI" which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/S _____ (hereinafter called the "CONTRACTOR" which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

WHEREAS THE IWAI desirous of undertaking the works for _____

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished _____ as security for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement VIZ.

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule - Bill of Quantity
- (b) Annexure
- iv) General Conditions of Contract
- v) Technical and Special Conditions of Contract

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till

acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meetings and correspondence between the party ended vide letter No. _____ may be referred to by either party. These documents shall take precedence over the compiled documents.

The contractor hereby covenants with the IWAI to complete and maintain the "Works" in conformity in all respect, with the provisions of the agreement.

The IWAI hereby covenants to pay the contractor in consideration of such completion of works, the contract price at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

For and on behalf of
(Inland Waterways Authority of India)

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____