



TENDER DOCUMENT

FOR

**SUPPLY OF INVENTORY ITEMS FOR M.V. ZAKIR
HUSSAIN**

IWAI/KOL/MM/NC/14/08-09/PART-II/02

JULY 2009

Inland Waterways Authority of India

(Ministry of Shipping, Road Transport and Highways, Govt. of India)

P-78,Garden Reach Road, Kolkata-700043.



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

P-78,Garden Reach Road, Kolkata-700043.

IWAI/KOL/MM/NC/14/08-09/PART-II/02

Date

To

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Sir,

Subject: Tender document for SUPPLY OF INVENTORY ITEMS FOR M.V. ZAKIR HUSSAIN.

Ref: Your letter No. _____, dated _____.

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 familiarize and submit your tender as per procedure explained therein.

The last date for receipt of tender is 18.08.2009 up to 3.00 PM in the office of the Director, Inland Waterways Authority of India, P-78,Garden Reach Road, Kolkata-700043.

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

Yours faithfully

Director

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NIT for publication in News Paper

**INLAND WATERWAYS
AUTHORITY OF INDIA
Govt. of India,
P-78 G. R. Road, Kolkata – 700 043**

NIT

Sealed tenders are invited from reputed Manufacturers/Authorized Dealers/Agents/General Order Supplier for supply of inventory items of M.V. ZAKIR HUSSAIN at Kolkata. The estimated cost is Rs.2,31,000/-. Date of sale of tender – 03.08.09 to 17.08.09; Last date of submission – 18.08.09 at 1500 hrs. All the relevant details shall be available in website www.iwai.nic.in.

Director.

NOTICE INVITING TENDER

Tender No.: IWAI/KOL/MM/NC/14/PART-II/01

Sealed tenders are invited in one cover (containing price bid) from reputed Manufacturers/Authorized Dealers/Agents/General Order Supplier for supply and delivery of Inventory Items for M.V. Zakir Hussain:

SL. No.	DESCRIPTION	Estimated cost (Rs. in Lakhs)	EMD (Rs)
1.	Supply and delivery of Inventory Items for 300T cargo vessel M.V. Zakir Hussain	2.31	Rs.4,620/-

TERMS & CONDITIONS

1. The tender documents can be had from The Director, INLAND WATERWAYS AUTHORITY OF INDIA, P-78,Garden Reach Road, Kolkata-700043. on payment of **Rs500/-** for each tender document in the form of DD drawn from any Nationalized Bank in favor of "IWAI FUND" payable at KOLKATA.
2. Bidders have to quote for all items.
3. Period of completion: 15 days
4. Tender document will be issued from **03.08.2009** to **17.08.2009** on all working days during office hours.
5. The closing date for the receipt of sealed tenders will be **18.08.2009** at 1500 Hrs. and the price bid will be opened on **18.08.2009** at 1530 Hrs.
7. IWAI reserves the right to reject or accept any tender in full or part thereof without assigning any reason.
8. Other terms & conditions will be as per tender document.
9. The tender document can also be downloaded from the IWAI's website "www.iwai.nic.in". Bidders submitting the downloaded version of tender document are required to submit Rs. 500/- (Rupees Five hundred only) i.e. an amount equal to the cost of tender document along with tender in the form of non refundable demand draft 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.

For further details please contact IWAI office or visit website at 'www.iwai.nic.in'

DIRECTOR .

2. SALIENT FEATURE

- 1. Name of works: Supply of Inventory Items for M.V. Zakir Hussain.
- 2. Period of completion - 15 days
- 3. Last date for receipt of sealed tender - 1500Hrs on 18.08.2009
- 4. Earnest money deposit - Rs.4, 620/- for all items indicated in the price schedule of tender document.
- 5. Tender opening date - 18.08.2009 at 1530Hrs.
- 6. Cost of tender document - Rs500/-
- 7. Tender document issued to: ---

M/s

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3. INSTRUCTIONS TO THE BIDDER

1. Inland Waterways Authority of India hereinafter referred to "THE AUTHORITY wishes to receive sealed quotations for procurement of Inventory Items for M.V. Zakir Hussain herein after referred as "CONSUMABLE" as described in later sections.
2. The original tender document is to be duly filled in with seal & signature on each page as acceptance to the tender conditions and submitted to the Authority along with technical bid in accordance with these instructions to the bidder.
3. The successful bidders will be required to give in writing a satisfactory assurance of its ability and intention to supply the consumables & service pursuant to the supply order with in the time set forth therein.
4. **TENDER DOCUMENT:** - The required consumables and field delivery tender procedure and supply order terms are prescribed in the tender documents. In addition to the NOTICE INV ITING TENDER (NIT) for this tender, the tender documents include the following: -
 - (i). Instructions to bidder.
 - (ii). Bid form & price schedule
 - (iii). General conditions of supply order
 - (iv). Special conditions of supply order
 - (v). Schedule of delivery
 - (vi). Technical specifications
5. The bidder is expected to examine the tender document including all instructions, forms, terms, technical specification etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in "REJECTION OF TENDER BID submitted by the individual bidder.
6. The bidder shall furnish his special condition if any so as to meet his requirement. The same may be considered in the tender evaluation.
7. Prospective bidder requiring any further clarification on the tender document may notify Authority in writing not later than 7 days prior to the dead line fixed for submission of tender.
8. At any time prior to the dead line for submission of tender, the Authority may for any reason whether its own initiation or in response to clarification requested by a prospective bidder, modify the tender document by amendments.
 - 8.1 The amendments shall be part of the tender document described at clause-4 and will be notified in writing or by telex to all prospective bidders who have been dispatched with the bidding documents and will be binding on them.
 - 8.2 In order to afford prospective bidder reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.
9. The tender document filled by the bidder and all correspondence and documents relating bidder and the bid exchanged by the bidder and the Authority shall be written in ENGLISH.

10. The tender document filled by the bidder shall comprise of the following:
- a] A bid form and price schedule completed in all respect.
 - b] Documentary evidence establishing that the bidder is eligible to bid and perform supply order if the tender is accepted.
 - c] Documentary evidence establishing that the consumables and services to be supplied by the bidder conform to the tender document.
 - d] Earnest money security furnished in accordance with clause 15.
11. The duly filled tender document shall be submitted in ONE COVER SYSTEM (i.e.) financial bid.
- 11.1 The bidder shall complete the price schedule included herein stating the unit price and total prices of consumables and delivery services to be supplied under the supply order.
- 11.2 Price quoted in the price schedule may be entered separately or combined in the following manner.
- a] For the consumables including all taxes and duties (Form C/D or 31/32 will not be provided by the Authority).
 - b] For delivery charge by different mode [i.e. by flight, train, private parcel service etc.]
- 11.3 **Prices quoted by the bidder shall remain fixed and valid upto 90 days from the date of opening of bids and will not be subjected to variation on any account.**
12. Price shall be quoted **in Indian rupees** . It should be given **both in figures and words**.
13. The documentary evidence of the bidder's qualification to perform the supply order if his bid is accepted shall be established to the Authority's satisfaction.
- 13.1 The documentary evidence about bidder's financial, technical and production capability necessary to perform the supply order including capacity in terms of personnel for the purpose of carrying out the service.
- 13.2 **Documentary evidence like import certificate are to be submitted during the delivery of consumables in case of imported consumables.**
15. **EARNEST MONEY DEPOSIT:** - The bidder shall furnish as part of its tender submitted EMD money of **Rs. 4,620/=** for all items or for part of items indicated in the price schedule of tender document.
- a] A crossed DD drawn from Nationalized bank in favor of **"IWAI FUND" payable at KOLKATA.**
 - b] No bank Guarantee shall be accepted for EMD.
 - c] EMD & tender document cost will not be exempted.

- 15.1 Any bid not secured in accordance with above clause, will be rejected by the Authority.
- 15.2 The successful bidder's EMD will be converted into Security Deposit and the bidder has to remit balance amount for Security Deposit within 5 days after issue of the supply order.
- 15.3 The EMD may be forfeited if,
- a] A bidder withdraws his bid during the period of bid validity specified on the bid form OR
 - b] The successful bidder fails to acceptance to supply order in accordance with clause 30 or furnish the Security Deposit in accordance with clause 31 OR
 - c] Make any modification in terms & conditions of tender, which do not acceptable to the Authority, then the Authority shall, without prejudice to any right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the EMD absolutely.
- 15.4 The EMD will be returned to the unsuccessful tenderer after finalization of the tender and no interest will be paid on EMD.
16. Period of Validity of bid: -
- 16.1 **Bid shall remain valid for 90 days from the date of bid closing** prescribed by the Authority as per the clause 19.
- 16.2 Notwithstanding clause 16.1 above, the Authority may solicit the bidder's consent for extension of the bid validity. The request and the response shall be made in writing. A bidder granting the request will not be required or permitted to modify its bid.
17. **All pages of the bid shall be duly signed by the person or persons signing the bid.** The name of and position held by the person signing the bid must be typed or printed below the signature.
- 17.1 The bid shall not contain erasures/overwriting except as necessary to correct errors by the bidder in which case the person signing the bid shall initial such correction.
- 17.2 Tender forms are not transferable and its cost is not refundable.
18. **SUBMISSION OF BID:** - The bid shall be only in one sealed envelope along with earnest money and duly signed original tender document. Respective envelope shall be superscripted "**COVER - PRICE BID**" and shall be addressed to the Authority on the following address: -
- The DIRECTOR**
INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road transport and Highways, Govt. Of India)
P-78, Garden Reach Road, Kolkata-700043.
- The bid envelope shall bear the words
- "BID FOR SUPPLY AND DELIVERY OF Inventory Items for M.V. Zakir Hussain " and words DON'T OPEN BEFORE 18.08.2009".**
19. **DEAD LINE FOR SUBMISSION OF BID :** - The bid shall be received by the Authority at the address specified in clause.18 not later than 1500 Hrs on **18.08.2009**.

- 19.1 The Authority may at its discretion extend the dead line for the submission of bids in accordance with clause 8.2 in which case all rights and obligation of the Authority and bidders previously subjected to the dead line will thereafter be subject to the dead line as extended.
20. Late bids will be rejected and returned unopened to the bidder.
- 20.1 Telex, fax and cable offers will not be considered under any circumstances.
21. The bidder may modify or withdraw the bid after the bid submission, provided that written notice of modification or withdrawal is received by the Authority prior to the dead line prescribed for submission of bids. The bidders modification or withdrawal notice shall be prepared sealed and marked and dispatched in accordance with provision under clause 18. No bid may be modified subsequent to the dead line for submissions of bids.
22. **BID OPENING AND EVALUATION: -**
- 22.1 The price bid will be opened in the presence of bidder's representatives who chose to be present, at the opening time at the location prescribed for submission of bid under clause 18.
- 22.2 The bidder's name, presence of or absence of the requisite EMD and such other details as the Authority at its discretion may consider appropriate will be announced and recorded at the time of opening price bid.
23. **CLARIFICATION OF BID : -** To assist in the examination evaluation and comparison of bids the Authority shall at its discretion call the bidder for clarification on its bids. All responses to request for clarification shall be in writing and no change in price or substance of the bid shall be sought offered or permitted. The Authority shall not be responsible for expenses for obtaining clarifications.
24. The Authority shall not bind itself to accept the lowest bid and reserves the right to split the order if necessary and also to accept or reject any or all bids or part there of without assigning any reason whatsoever, prior to award of supply order without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidders of the ground for the Authority's action.
25. The Authority will evaluate and compare the bids previously determined to be substantially responsive after preliminary examination.
26. The Authority's evaluation of bid will take into account in addition to quoted price the following factors in the manner and to the extent indicated below: -
- a] Deviation in payment schedule from those specified in the conditions of supply order.
- b] The quality of consumables offered.
27. **POST QUALIFICATION AND AWARD: -**
- 27.1 The Authority will finalize to its satisfaction the capabilities and performance of offer. The consumables, which are qualified by this technical bid evaluation, shall be considered for price bid evaluations.

- 27.2 The Authority will determine to its satisfaction whether the bidder's selected as having submitted the lowest evaluation responsive bid is qualified to satisfaction to perform the supply order.
- 27.3 The determination will take into account the bidders financial, technical and production capability based on the documentary evidence of the bidder's qualification submitted by the bidder.
28. The Authority reserves the right at the time of award of order to increase or decrease the quantity of consumables specified in the specification without any change in unit prices or other terms and conditions.
29. The Authority will notify the successful bidder in writing that the bid has been accepted. The successful bidder will be required to convey acceptance to supply order in case of consumables by remittance of security deposit in the form of DD for 10 % of supply order within 5 days value as mentioned in the clause.31.The Authority shall inform to the bidder in writing about acceptance of his offer in the form supply order. The tender conditions are also a part of supply order and the same are to be complied. The tenderer has to convey his acceptance to supply order within 5 days from the date of issue of supply order.
30. On receipt of the notification of award from the Authority the successful bidder shall furnish Security Deposit for 10 % of supply order value deducting his EMD as acceptance to the supply order. The security deposit will be in the form of DD and any other form is not acceptable to the Authority. The security deposit should be remitted within 5days from the date of issue of supply order.

4. GENERAL CONDITIONS OF SUPPLY ORDER

1. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 1.1 The supplier shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 The Supplier shall not, without the Authority's prior written consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the supply order.
- 1.3 Any document other than the supply order itself, specified in clause 1.1 above, shall remain the property of the Authority and shall be returned (in all copies) on completion of the Supplier's performance under the supply order if so required

2. CHANGE ORDERS

- 2.1 The Authority may at any time, by written notice to the supplier make changes within the general scope of the supply order.
- 2.2 Upon notification by the Authority of such change, the supplier shall submit to the Authority an estimate of costs for the proposed change (hereinafter referred to as the change or changes), including any change in the schedule of payments, within five (05) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the change if applicable.
- 2.3 The supplier shall not perform changes in accordance with clause 2.1 above until the Authority has authorised a change order in writing on the basis of the estimate provided by the Supplier as described in Clause 2.2 above.
- 2.4 Adjustments in the supply order price authorised by a change pursuant to clause 2.3 are not subject to renegotiation, and such adjustments shall be deemed to include any cumulative effect of this and previously authorised changes.
- 2.5 Changes mutually agreed upon as a change shall constitute a part of the supply under this supply order and the provisions and conditions of the supply order shall apply to say change.
- 2.6. Except with the express permission of the Authority the supply and delivery of consumables shall not be delayed pending agreed cost or schedules affected by a change.

3. CONTRACT AMENDMENTS :

Subject to clause 2, no variation in or modification of the conditions and terms of the supply order shall be made except mutual acceptance in writing by the parties.

4. **SUBCONTRACTS:**

4.1 The supplier shall not subcontract all or any part of the supply order.

5. **INSPECTION AND TESTS**

5.1 The inspection & tests shall be carried out in the presence of both parties. The instructions and tests may be conducted at point of delivery and at the consumables final destination.

5.2 If any inspected or tested consumables fail to confirm to the specifications, the Authority may reject them, and the supplier shall either replace the rejected consumables or make all alterations necessary to meet the requirements of the specifications, free of cost to the Authority.

5.3 Nothing in this clause 5 shall in any way release the supplier from any warranty or other obligations under the supply order.

6. **PATENT RIGHTS**

6.1 The supplier shall indemnify and hold the Authority harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the consumables or any part thereof.

7. **SECURITY DEPOSIT**

7.1 The supplier shall furnish Security Deposit to the Authority for the amount of ten percent (10%) of the supply order value deducting his earnest money deposit amount. The balance amount for security deposit shall be provided in the form of DD with in 5days after issue of the notification of award of supply order.

7.2 The demand draft shall be drawn from a nationalized bank in favor of **"IWAI FUND"** payable at **KOLKATA** .

7.3 Security deposit will be released not later than fifteen days following the date of expiry of warranty period of delivered consumables and on submission of NO DEMAND CERTIFICATE in prescribed form from the officer in charge of IWAI to whom the supply has been made after deducting all costs and other expense that the purchaser may have incurred and all dues and other moneys including all losses and damages which the purchaser is entitled to recover from the supplier. No interest will be payable to security deposit.

8. **INDEMNITY**

8.1 The supplier and the Authority shall indemnify hold harmless each other from and against such claims and liabilities as provided in the special condition of supply order.

8.2 Notwithstanding anything in this supply order to the contrary, it is agreed that neither the supplier nor the Authority shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

9. **INSURANCE**

9.1 All goods supplied under the supply order shall be fully insured against loss of damage incidental to manufacture or acquisition, transportation storage and delivery.

10. **ACCEPTANCE**

- 10.1 Upon completion of the delivery of consumables in all respects, a formal meeting between suppliers by the person to whom the supply is made (here Authority) is to be convened so as to assess the defects of the consumables if any. Both parties shall be agreeing upon the mode of rectification of defects. The Authority shall issue the final acceptance letter to the supplier, upon satisfactory completion of such rectification, if any required.

11. **TRANSFER OF TITLE**

The consumables after initial payment shall become and remain the property of the Authority. The supplier shall be responsible for all damages to and loss of all aforesaid items furnished by the supplier to Authority.

12 **WARRANTY & GUARANTEES**

- 12.1 The supplier shall warrant to the Authority that the consumables and services supplied under the supply order will comply strictly with the terms & conditions of supply order, shall be first class in every particular case and shall be free from defects.

- 12.2 The Authority shall promptly notify the supplier in writing of about the defect of supplied consumable.

- 12.3 Upon receipt of such notice, the supplier shall promptly replace the defective consumable wholly or part thereof inclusive of where applicable the cost of Inland delivery of the replaced consumables from the port of entry to the final destination and their installation.

- 12.4 Without prejudice to clause 12.2 and 12.3 the supplier shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 12.2 and 12.3 above, upon receipt of written notice of defect within 1month from acceptance of the corrected defect.

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

- 12.6 This warranty shall remain valid for minimum six (6) months from the final acceptance unless specified otherwise in the special conditions of contract.

13. **PAYMENT**

- a] Ninety percent of the cost of the consumables will be paid within 15 days of delivery in good condition as per specification, with certification of officer in charge of IWAI field office.

- b] Ten percent of the cost of the consumables will be paid upon within 60 days after satisfactory completion of field delivery in good condition.

- c] No part payment will be allowed against the supply order prices, other than 90% initial payment mentioned in the clause 13(a).

- 13.1 The amounts in which payment shall be made to the supplier under the supply order shall be as specified in the Bid form or amounts finalized inconsequent to negotiation.

- 13.2 Subject to clause 2 of the General Conditions of supply order, prices charged by the supplier for consumables and delivery under the supply order shall not vary from the prices quoted by the supplier in the Bid form.

14. EXTENSION IN THE SUPPLIER'S PERFORMANCE

- 14.1 Delivery of consumables shall be made by supplier in accordance with the delivery schedule, pursuant to the special conditions of supply order.

- 14.2 The supplier may claim extension of the time limits as set forth in the work schedule in case of: -

- a) Force majeure pursuant to clause 20 and
- b) Delay in supply & delivery of consumables caused by orders issued by the Authority,
- c) Changes ordered by the Authority pursuant to cl.2

15. TERMINATION FOR DEFAULT

- 15.1 The Authority may, without prejudice to any other remedy for breach of supply order, by written notice of default sent to the supplier, terminate the supply order in whole or in part:

- a) If the supplier fails to deliver any or all of the consumables within the time period(s) specified in the supply order, or any extension thereof granted by the Authority pursuant to clause 14 or
- b) If the supplier fails to perform any other obligation(s) under the supply order and if the supplier in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Authority may authorize in writing) after receipt of a notice of default the Authority specifying the nature of the default(s).

- 15.2 In the event the Authority terminates the supply order in whole or in part, pursuant to clause 15.1 above, the Authority may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Authority for any excess costs for such similar goods. Notwithstanding the above the supplier shall continue performance of the supply order to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

- 16.1 The Authority may at any time terminate the supply order by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

17. TERMINATION FOR CONVENIENCE

- 17.1 The Authority may by written notice to the supplier terminate the supply order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Authority's convenience, the extent to which the remaining part of consumables quantity under the supply order is terminated, and the date upon which such termination becomes effective.

18. **RESOLUTION OF DISPUTES**

- 18.1 The Authority and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the supply order.
- 18.2 If, after thirty (30) days from the commencement of such informal negotiation the Authority and the supplier have been unable to resolve amicably a supply order dispute either party may require that the dispute be referred for resolution by arbitration. The award shall be final and binding on the parties.

19. **APPLICABLE LAW**

- 19.1 The supply order shall be governed by interpreted in accordance with the laws of Govt. of India.

20. **FORCE MAJEURE**

- 20.1 In the event that the supplier is delayed in performing any of its respective obligations under the supply order, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in clause 14, and the period of such delay may be added to the time of performance of the obligation delayed.
- 20.2 If a Force Majeure situation arises, the supplier shall promptly notify and Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the supplier shall continue to perform its obligations under the supply order as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. **ASSIGNMENT**

- 21.1 The supplier shall not assign in whole or in part, its obligations to perform under the supply order except with the Authority's prior written consent.

22. **CONTRACT LANGUAGE**

- 22.1 The supplier hereby represents that it has sufficient knowledge of the English language to understand fully supply order. The supply order shall be in English language, and all documentation related here to will also be in English language.

23. **TAXES AND DUTIES**

The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed. The bidder shall quote price inclusive of all taxes/ duties only. Authority will not issue Form 'C', 'D' or Form '31/32'.

5. SPECIAL CONDITIONS OF SUPPLY ORDER

- 1] **INSPECTION AND TESTS:** The Authority shall have the right to inspect the work being carried out under this supply order and to test the consumables to confirm their conformity to the specifications. The Authority shall notify the supplier in writing of the identity of any representative retained for these purposes.
- 2] **INVOICES AND PAYMENTS :** No advance payments can be made by the Authority and all stage payments shall be made in accordance with Cl.13 of general conditions.
- 3] **RETENTION OF MONEY, RELEASE AND REPLACEMENT WITH GUARANTEE OF OTHER SECURITY**
 - a] The supplier shall warrant to the Authority that the consumables supplied shall be first class and shall be free from defects. The security deposit against the supply order can be released only after rectifying defect if any.
 - b] If the supplier fails to supply of /replacement of consumables under the supply order /supply order, the security deposit will be forfeited.
- 4] **TRANSPORTATION AND PACKING REQUIREMENT** all necessary precautions for safe transportation and delivery of consumables shall be ensured by the supplier. The Authority shall not be held responsible for transshipment losses. The supplier for transportation and packing of the consumables shall obtain all necessary clearances as per the prevailing rules. The packing shall be in such a way as to prevent damages or deterioration in transit to the final destination indicated in the siding documents. The packing should be sufficient to withstand rough handling and atmospheric conditions.
- 5] **ARBITRATION**
 - 5.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the supplier and the Authority in relating to or in connection with supply order 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 notice 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 Director/Dy. Director in-charge of work at the time of such dispute shall send to the supplier a panel of three persons and there after the supplier within fifteen (15) days of receipt of such panel communicate to the Director/Dy. Director in-charge the name of one of the person from such panel and such a person shall then be appointed a sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of the Inland Waterways Authority of India.
 - (iii) Provided that if the supplier fails to communicate the selection of a name out of the panel so forwarded to him by the Director / Dy.Director 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.

- 5.2 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 the predecessor left it.
- 5.3 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.
- 5.4 The Arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
- 5.5 A notice of the existence in question, dispute or difference in connection with the supply order unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this supply order shall be deemed to have been waived and thus forfeited and absolutely barred.
- 5.6 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.
- 5.7 The work under this Contract shall continue during Arbitration proceedings and no valid payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- 5.8 The Arbitration and Conciliation Act 1996 together with any statutory modifications or re-enactment thereof and the rules made there under for being in force shall apply to the arbitration proceedings under this clause.

NOTE:

In case of supply order with another Public Sector Undertaking, the Clause 5.1 to 5.8 shall stand deleted and the following Arbitration Clause shall apply: "Except as otherwise provided, in case of a supply order with a Public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled by arbitration in term of the Ministry of Industry, department of Public Enterprises O.M. No. 3/5/93-PMA dtd. 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.

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

- 6] All necessary documents required under this supply order shall be submitted to the Authority. A few documents for this purpose are as below:
 - i] Certification establishing that the bidder is eligible to bid.
 - ii] Documentary evidence of the bidders' qualifications to perform the supply order to the Authority's satisfaction.

- iii] Documentary evidence about the financial, technical and production capability necessary to perform the supply order, including capacity in terms of personnel for the purpose of carrying out the services.
- iv] Documentary evidence of conformity of consumables and services to the bidding documents in the form of literature drawing and data containing (i) detailed description of the consumables essential technical and performance characteristics (ii) A list giving full particulars including available sources and current prices of all spare parts, special tools etc.

7] LIQUIDATED DAMAGES

Subject to clause No.14 of General conditions regarding extension of time for completion period of the supply order, when the supplier fails to deliver the consumables and installation (if any) within the time periods specified in the supply order, the Authority without prejudice to any other remedy it may have under the supply order, deduct from the supply order price, as liquidated damage a sum equivalent to 0.2% of the price of the delayed consumable per day of delay subject to a maximum of 10% of the contract price.

8] INDEMNITY:

The supplier shall indemnify the Authority during various stages of execution of the supply order in particular regarding damages to or injury to

- i. The third parties
- ii. Suppliers facilities and consumables
- iii. Suppliers personnel
- iv. Authority's facilities and consumables
- v. Authority's personnel

6. SCHEDULE OF DELIVERY

- 1] Delivery of all items is to be completed within 15 days from the day of issue of further supply order.
- 2] Brief schedule of delivery will be submitted by the bidder while conveying acceptance of supply order.
- 3] No transportation delay will be accepted by the Authority.

7. TECHNICAL SPECIFICATION:

- a. Inventory items must be of reputed make and good quality suitable for use in marine crafts.
- b. The consent must be taken from the Director before supply/selection of inventory items where the details specification/make is not mentioned.

ANNEXURE - 1

8. BID FORM AND PRICE SCHEDULE

A] BID FORM

To,
The Director,
INLAND WATERWAY AUTHORITY OF INDIA
(Ministry of Shipping, Govt. Of India)
P-78,Garden Reach Road, Kolkata-700043.

Sir,

Having examined the bidding documents for the above supply order, including specifications, the receipt of which is hereby duly acknowledged. We, the undersigned offer to supply and deliver of... [1]
.....
.....
.....

in conformity with the said bid documents including addenda no. for a sum of Rs.....[2]/- (Rupees.....) for such other sums as may be ascertained in accordance with price schedule attached hereto and made part of this bid.

We undertake if our bid is accepted to commence delivery within... [3]...days, calculated from the date of receipt of your notification of award and in accordance with supply order execution of schedule provided in the special condition of supply order as per the supply order awarded to us.

If our bid is accepted we will provide the security deposit in the sum of [... [4]...] equal to 10 percent of the supply order value, for the due performance of supply order value.

We agree to abide by this bid for the period of [...[5]...] days from the date fixed for bid closing pursuant to clause 18 of instruction to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

- [1] Name of the consumables.....
- [2] Amount.....
- [3] NUMBER.....
- [4] Amount.....
- [5] NUMBER.....

Until both party prepared and executed/award of supply order, this bid, make a formal acceptance together with you're written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

Dated thisday of

(Signature)
(In the capacity of)

Duly authorized to sign bid for and on behalf of

.....
.....
.....
.....
.....

Witness: -.....

..... Address: -.....

b] PRICE SCHEDULE

PRICE SCHEDULE FOR SUPPLY & DELIVERY OF CONSUMABLES

Sl. no.	Items Description	Unit	Qty.	Unit Rate	Amount in Rs.
A.	MACHINARY				
1	Oil Pump with Strainer Dia 8"	No.	1		
2	Paint Can (5 Ltrs)	No.	2		
3	Gland Packing. 12mm	Ft.	10		
4	Eye / lifting Bolts 16m/m	Set	1		
5	Assorted plain steel washers ϕ 6mm, ϕ 8mm, ϕ 10mm & ϕ 12mm - 6pcs each size	Dozons	3		
6	Assorted size G.I. Bolt & Nuts 6 x 25,8 x 25 & 10 x 25 - 1 Doz each	Dozons	3		
7	Assorted size G.I.Studs & Nuts 6 x 35,8 x 35 & 10 x 35 - 1 Doz each	Dozons	3		
8	Assorted size G.I. Split Pins 4 x 25, 6 x 25 - 6 pcs each	Dozons	3		
9	Neoprene Rubber Insertion Joints (800mm x800mm x 3mm)	No.	1		
10	Valve Grinding Paste (400gm.)	Packet	1		
11	Emery Cloth (Medium)	No.	10		
12	Bucket with 5 Mtrs.line (8"GI Bucket & Nylone Rope 1/2 ϕ)	Set	1		
13	Wire Rope Slings,10mm,12mm,18mm,16mm, & 20mm (3m length)	No.	5		
14	Manila rope Sling,12mm	m	5		
15	Grease Pump (Heavy Duty)	No.	1		
16	Grinding Powder	Box.	1		
17	Grease Gun	No.	1		
18	Tweezer flat nose	No.	1		
19	Tweezer bend nose	No.	1		
20	Saw frame (Junior) with 12 nos, blades	Set	1		
21	Wire cutting Pliers, 150mm	Pair	1		
22	125 mm flate nose Pliers	Pair	1		
23	125 mm round nose Pliers	Pair	1		
24	25 watt soldering Iron	No.	1		
25	60 watt soldering Iron	No.	1		
26	Watch maker screw driver	No.	1		

27	Watch maker screw driver,cross head, size 2mm	No.	1	
28	Nut driver 4-7 mm	No.	1	
29	Electricians screw driver for wood / leather:			
	a] 3mm x 75mm	No.	1	
	b] 6mm x 100mm	No.	1	
	c] 8mm x 150mm	No.	1	
30	Plastic compound	Kg.	2	
31	Files with wooden handle:			
	a] Hand smooth cut 200mm long	No.	1	
	b] Knife smooth cut 150mm long	No.	1	
	c] Flat second cut 200mm long	No.	1	
32	Megger Transistor Type	No.	1	
33	Screw & Nuts M3	Gross	1	
34	M4	Gross	1	
35	M5	Gross	1	
36	M6	Gross	1	
37	Screw driver cross head, size 0 - 4 mm	Set	1	
38	Screw driver for Hexagon socket heads 1.5 to 6mm	No.	1	
39	Circlip plier for inside ring	No.	1	
40	Banded flat nose plier (long grip)	No.	1	
41	Electricians screw for wood / leather: 10mm x 250mm	No.	1	
42	Syringe for battery	No.	1	
43	Black Tape (Assorted)	Rolls	10	
44	Needle File 200mm	Pair	1	
45	Hydrometer for battery	Set	2	
46	Magnetic spanner (Ring Dual upto 30mm)	Set	1	
47	Needle Files (small sizes)	Set	1	
48	M.S Tool Box with lock,size (600 x 300 x 250) mm	No.	1	
49	Sand Paper ('00' Grade)	No.	2	
50	PVC Adhesive Tape (Assorted)	Rolls	10	
51	Multimeter, Make Fluke (Toggle type)	No.	1	
52	Portable electri Drill & Chuck,13mm capacity model: SD4C railliwolf Make	No.	1	
53	Hand Crimping tool with Compression Lugs upto 6 Sq.mm (make Gowels)	Set	1	
54	Iron Saw with 12 Blades (Mini)	Set	1	
55	Screw driver of Assorted size (6",8",10" & 12" 1no. Each) Taparia Make	Set	1	
56	Hand Hammer,with Handle Taparia Make (500 gm.)	No.	1	
57	Centre Punch Tapaira	No.	1	
58	Allen Keys set in MM,Make.Taparia (9 nos in a set)	Set	1	
59	Claw Hammer (small) with handle Taparia Make	No.	1	
60	Inspection Mirror foldable	No.	1	
61	Cloth Tape measure ,30 Mtrs,Freeman make	No.	1	
62	Steel measuring tape,2mtrs,Freeman	No.	1	
63	Divider (M.S)9"	No.	1	
64	Outdoor Thermometre	No.	1	
65	Spring Calipers. Sizes 8"-Inside	No.	1	

66	Spring Calipers. Sizes 8"--Outside	No.	1		
67	Spring Calipers. Sizes 8"-Odd leg	No.	1		
68	Single ended spanners, (Sizes:27,32,36,41,46,50,55,60,65,70,75mm set of 11 pics.	Set	1		
69	Double ended spanners(6x7 to 30x32)MM make of AKAR/EQV	Set	1		
70	Box Spanners(6x7 to 30x32)MM make of AKAR/EQV	No.	1		
71	Monkey Wrench 10"(Water pump plier) Make of AKAR/EQV	No.	1		
72	Combination Plier of size 8"	Set	1		
73	Try Square 6" Make of SAGAR/SAMRAT/BHARAT/MEERCIFUL	No.	1		
74	Steel Scale,1 Mtr. Make of KRISTEEL	No.	1		
75	Straight Shank Drill upto 13mm	Set	1		
76	Single ended Spanners (6mm to 32mm) Make of TAPARIA	Set	1		
77	Screw Drivers(Cross Head Type) 6"	No.	1		
78	Round File 6" Rough	No.	1		
79	File Brushes	No.	2		
80	Lead Hammer, (small) with handle	No.	1		
81	Chisel (Flat cross cut) 8" TAPARIA	No.	1		
82	Chisel(Oil Groove Cut) 8" TAPARIA	No.	1		
83	Scissors(For Metal-Flat)	No.	1		
84	Hacksaw Frame and Hacksaw(For Iron and Aluminium)	No.	1		
85	Chain Pully Block, 1/2 Ton	No.	1		
86	Vernier Calipers 12"	No.	1		
87	Barrel Pump (BELTO)	No.	1		
88	Gasket Sheet assorted 1.5m X 1mm thick	m	3		
89	Gasket Sheet assorted 1m X 1mm thick	m	3		
90	Hoses for engine with S.S.Juble (for 50NB pipe) 1m length	No.	4		
91	Hoses for engine with S.S.Juble (for 32NB pipe) 1m length	No.	4		
92	Heaving Lines 3/8"	Fathem	30		
93	Axe (Steel) with insulated handle	No.	1		
94	Tank sounding Tape 10M with brase Pumb	No.	1		
95	Marking ' V ' Block (Bharat/Samrat/Merciful)-12"	No.	1		
96	Half round files Rough(one set consisting of 6",8" & 12")'Sunflower' Brand	Set	1		
97	Flat fils Rough(one set consisting of 6",8" & 12")'Sunflower' Brand	Set	1		
98	Cutting Punch - one set cinsisting of 11 pcs.(Netco/Smith/Dada/Verma/MC	Set	1		
99	Scissors for Packing 10"	No.	1		
100	Stone with Bed - Combination Stone	No.	1		
101	Crow Bar 5'	No.	1		

102	Workshop Grade steel square 6"(Bharat/Merciful/Samrat/Sagar Brand)	No.	1		
103	Hand Technometre	No.	1		
104	Pipe Wrench 18"	No.	1		
105	Screw driver	Set	1		
106	Hand Vice	No.	1		
107	D-Shackles upto 5 Ton	Set	1		
108	Rope pulley block 2Ton	No.	1		
109	Steel Wire 15 gauge	Kg.	2		
110	Grinding machine 4"	No.	1		
111	Grinding Wire wheel 4"	No.	6		
112	Hand Lamp with 10 Mtr. Cable & Plug	Set	2		
113	Sounding Rod 1mtr. Folding	No.	2		
114	Grease	Kg.	10		
115	Fuses (Glass, Assooted)	Set	1		
116	Micrometer25-50mm	No.	1		
	Sub Total 'A'				
B.	DECK				
1	Ladder Wooden (15' X 1.5')	No.	2		
2	Painting Brushes, (8Inch Long Hair),Size - 1/2"	No.	1		
3	Steel Measuring Tape, 5 Mtrs.	No.	1		
4	Carpenter mallet 500 gm with handle	No.	1		
5	Hand Saw 400mm long	No.	1		
6	Chart Weight	No.	4		
7	Thermometre	No.	2		
8	LED Light (3 cell equivalent)	No.	4		
9	Padlock,7 levers 6mm	No.	5		
10	Flash light with 3 set Battery	No.	4		
11	Waste Baskets (Plastic)	No.	7		
12	Hanger Clips	No.	10		
13	Marline Spike	No.	2		
14	Pencil Sharpener	No.	1		
15	Cloth Duster	No.	2		
16	Coir Broom	No.	2		
17	Hair brooms	No.	2		
18	Single Bed Sheet(White)	No.	20		
19	Pillow Cover (White)	No.	20		
20	Pillow Foam (600x400)	No.	12		
21	Bath Towel (White)	No.	24		
22	Face Towel (White)	No.	24		
23	Rubber Fender 12"Dia, 2' length	No.	4		
24	First Aid Box (Size 4) with medicine	No.	1		
25	Emergency Light Chargable BPL (Make)	No.	4		
26	National Flag & Pilot Flag (6' X 4')	Set	6		
27	National Flag & Pilot Flag (4' X 3')	Set	6		
28	2 Black balls & 2 round/1- Diamond shape	No.	1		
29	Hand mega phone	No.	1		

30	Boat hook	No.	2		
31	Inverter (sine wave) of 800VA with Exide battery 150AH.	Set	1		
32	Triangular Rules(Engineer's Steel Square) 300mm Bharat/Samrat/Sagar Brand)	No.	1		
33	Whirling Hygrometer (Standard) "OASIS"	No.	1		
34	Binocular (10 x 50)"OLYMPUS" Japan Make	No.	1		
35	Paint Brush - 1/2"	No.	1		
36	1"	No.	1		
37	2"	No.	1		
38	3"	No.	1		
39	Chipping Hammer	No.	4		
40	Chipping Scraper	No.	4		
41	Paint Pot (4 Ltr.capacity)	No.	4		
42	Tyre Fender (3' dia)	No.	24		
43	Chain 8mm dia. For fender	m	30		
44	D- Sackle 8mm dia.	No.	30		
45	Nylone Rope 10mm dia.	Kg	2		
46	Quartz wall Clocks with batteries	No	6		
47	Lavatory Brushes	No	2		
48	Hand gloves	Pair	12		
49	Helmet	No.	6		
50	Rain coat	No.	4		
51	Boiler suit	No	6		
Sub Total 'B'					
C.	DOMESTIC				
1	Iron Tawas 30 cm	No	2		
2	Formica Trays std. size	No	2		
3	Mixing Bowls (available size)	No	2		
4	Chaki Belna	Set	1		
5	Can Opener	No	1		
6	Chopping board (Std.size)	No	1		
7	Alum. Deckchies with lid 20 cm	No	1		
8	Steel Bowls	No	12		
9	Sil Nora	No	1		
10	Plastic buckets for bathroom (10 Ltr.capacity)	No	3		
11	Bottle Openers	No	2		
12	Cook's Knife 6" Blade	No	1		
13	Aluminium Flat Frying Pans 30 cm	No	2		
14	Aluminium Tea Ketties 30 cm	No	1		
15	Alum.Deckchies with lid 25 cm	No	1		
16	Alum.Deckchies with lid 35 cm	No	1		
17	Alum.Deckchies with lid 50 cm	No	1		
18	Plastic Jug with cover - Medium size	No	2		
19	Vegetable cutter (Bonti) - Big size	No	1		
20	Plastic Mug - Std.size	No	12		
21	Oil Can	No	1		

22	Scrubbing brush	No	2		
23	Pressure Cooker (5 Ltr capacity) 'Pelican'	No	1		
24	Plastic Jug with cover	No	3		
25	Porcelain flat dish, 10"	No	12		
26	Porcelain flat dish,6"	No	12		
27	Porcelain Sugar Basins	No	2		
28	Porcelain Bowls 6" -for Salad & Pudding	No	2		
29	Saucer for tea & Coffee with Cup	Set	12		
30	Glass Tumbler(drinking glass),Std Size,Material-glass	No	12		
31	Stainless steel table knives	No	12		
32	Stainless steel tableForks	No	12		
33	Stainless steel Spoon Soup/Dessert.	No	12		
34	Stainless steel Tea Spoons	No	12		
35	Stainless steel Water Jugs medium size	No	2		
36	Stainless steel Rice Bowls 10"	No	2		
37	12" Stainless steel Thali Plates	No	12		
38	Steel Buckets with lid 10 Ltrs.	No	1		
39	Steel Buckets with lid 12 Ltrs.	No	1		
40	Steel Buckets with lid 15 Ltrs.	No	1		
41	Strainless Steel Potato Peeler Knife	No	1		
42	Flat spoon for cooking (Khunti) Medium size, staibless steel	No	2		
43	Steelladles (hata) Medium size	No	3		
44	Tea Straner - Strainless steel	No	2		
45	Strainless Steel cooking strainer (Jhanhri)	No	2		
46	Cooking Pincers (Shnadasi) Domestic size, S.S.	No	2		
47	Strainless steel glass (Drinking glass)	No	12		
48	Hot Pot (Standard Medium Size)	No	3		
49	Strainless steel bread knives	No	6		
50	Oil Hopper ss with filter	No	1		
51	Linen Bags (with chain) big size	No	6		
52	Dining table cloth (table size 4.5' X 3')	No	3		
53	Table Mat (Plastic)	No	12		
54	Water Filter	No	1		
	Sub Total 'C'				
	Grand Total				

NOTE: -

1. Prices should be in rupees (in words & figures).
2. Prices should be inclusive of transportation charges & insurance.
3. Prices should be inclusive of all taxes and duties. F.O.R. as per Schedule of delivery (Form C/D or 31/32 will not be issued by the Authority).
4. In case of discrepancy between unit price and total, the unit rate shall prevail.

Signature of bidder...
(With seal)

AGREEMENT FORM

The contract made theday of.....2009. between M/s. Inland waterways Authority of India, P-78,Garden Reach Road, Kolkata-700043. (herein after "the Authority") of one part and M/S..... Of..... (herein after "the Tenderer") of the other part WHEREAS the Authority is desirous that as per work order as identified in the bid form and price schedule and has accepted a Bid by the Tenderer for the supply, installation, commencement and training of the..... - for the sum of Rs.....(.....)

(herein after "THE CONTACT PRICE") (PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

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

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

1. This contract sets forth the entire contract and agreement between the parties pertaining to the supply and delivery of the inventory items for M.V. Zakir Hussain as per work order. This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Authority to the Tenderer, the Tenderer hereby covenants with the Authority to supply, install & training on survey equipment as per work order and to remedy defects / replacement therein in conformity in all respects within the provisions of the contract.

3. The Authority hereby covenants to pay the Tenderer in consideration of the provision and delivery of the equipment and the remedying of defects/ replacement therein the contract price of such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed in the contract.

4. Any notice under this contract shall be in the form of letter, telex, fax or cable. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Authority shall be properly addressed to: -

The DIRECTOR

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road transport and Highways, Govt. Of India)

P-78,Garden Reach Road, Kolkata-700043.

(Tenderer address, telex number and cable address)

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

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

Signature of Authority (seal)

Signature for Tenderer

Signed sealed and delivered by the said

(for the Authority) in the presence of Signed.

Sealed and delivered by the said (for the

Tenderer) in the presence of

.....