

# TENDER DOCUMENT

PROCUREMENT OF P.P. ROPE FOR

NATIONAL WATERWAY-2



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पोत परिवहन मंत्रालय, भारत सरकार)

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

5<sup>th</sup> Floor, Parmeshwari Building, Chatribari, A.T.Road,

Guwahati-781001

Tel (0361) 2541081, 2510368, Fax (0361) 254 1081, 2510368

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**TENDER NO.: IWAI/GHY/DIBANG/4(5)09-10**

AUGUST- 2009



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण  
(पोत परिषहन मंत्रालय, भारत सरकार)  
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IWAI/GHY/DIBANG/4(5)2009-10

Date:-

To

Sub: Tender document for Procurement of P.P. Rope for National Waterway-2

Ref: Your letter No. \_\_\_\_\_ dt. \_\_\_\_\_

Sir,

The Inland Waterways Authority of India, Guwahati, invites sealed tenders from Manufacturers / Authorized Dealers / Authorized Agents for the above mentioned works, completed bids to be received in the office of Director, Inland Waterways Authority of India, 5<sup>th</sup> Floor, Parmeshwari Building, Chatribari, A.T.Road, Guwahati-781001, India, not later than 1500 hrs IST on or before 31-8-2009.

Tender document for above work is enclosed herewith.

Yours faithfully,

DIRECTOR  
IWAI

Encl: As above

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(Tender for Procurement of P P Rope)

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**NOTICE INVITING TENDER**

**Tender No. IWAI/GHY/DIBANG/4(5)2009-10**

Sealed tender in two cover system (cover I- Technical bid and cover II- Financial bid) is invited from authorized suppliers, distributors, agents and manufacturers for supply of the following P.P rope of reputed make.

Schedule #	Description	Qty ( nos)	EMD (Rs )
A	To supply of P.P. ropes at Pandu-Port	As per tender document	7000.00

**Terms and Conditions:**

1. Interested bidders may obtain non-transferable tender document by submitting non-refundable Demand draft for Rs. 1,000/- (Rupees one thousand only) drawn in favour of "Inland Waterways Authority of India Fund" payable at Guwahati. Those who are using downloaded tender document from the website may submit the cost of tender document (Rs. 1,000.00) separate along with EMD amount while submitting the bid.
2. Tender document will be available for sale w.e.f.13th Aug. 2009 to 31 th Aug. 2009 during working hours from the office of Director. The tender document can also be downloaded from the website [www.iwai.nic.in](http://www.iwai.nic.in)
3. The completed bids as per terms and conditions mentioned in the tender document should be submitted to the above address latest by 1500 hrs on 31st August, 2009 and same will be opened on same day at 15.30 hrs.
4. IWAI reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard.
5. Other terms and conditions are as per tender document.

**DIRECTOR**

## 2. INSTRUCTIONS TO THE SUPPLIER

### (Tender for Procurement of p.p.rope)

Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive sealed tenders for "Procurement of **p.p. rope** which includes supply at Pandu- Port (Guwahati-781001.

1. The original tender document is to be duly filled in and submitted to the Authority along with technical bid, EMD and other documents in accordance with these instructions to the Supplier.
2. The Suppliers will be required to give in writing a satisfactory assurance of its ability and intention to supply the equipment & services pursuant to the contract within the time set forth therein.
3. **"TENDER DOCUMENT"**: - The required equipment and delivery, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following: -
  - i. Instructions to the Supplier
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Technical Specifications & Compliance Statement
  - v. Contract form & Performance Security Form
  - vi. Bid form & Price schedule
5. The Supplier is expected to examine the tender document including all instructions, forms, terms, technical specifications 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 Supplier.
6. The Supplier shall furnish his special condition(s), if any, in the Technical bid so as to meet his requirement. The same may be considered in the tender evaluation.
7. Prospective Supplier 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 by its own initiation or in response to clarification requested by a prospective Supplier, modify the tender document by amendments.
  - 8.1 The amendments shall be part of the tender document desecrated at Clause-4 and will be notified in writing or by Fax to all prospective Suppliers, and would be dispatched with the bidding documents and will be binding on them.
  - 8.2 In order to afford prospective Supplier 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 Supplier and all correspondence and documents relating Supplier and the bid exchanged by the Supplier and the Authority shall be written in ENGLISH.
10. The tender document filled by the Supplier shall comprise of the Technical bid and the Financial bid as explained in Clause - 17.

11. The Supplier shall complete the price schedule included herein stating the unit price and total prices of equipment, upto delivery, duly complying all requirements, to be supplied under the contract. **Prices quoted by the Supplier shall remain firm and fixed and valid till the validity time.**

12. **Prices quoted shall be in the Indian Currency.**

13. **EARNEST MONEY DEPOSIT (EMD)**

**The bidder shall furnish as part of its tender, EMD of Rs. 7000/- (Rupees seven thousand only).**

The EMD shall be drawn in the form of Crossed Demand Draft (DD) from any Nationalized/ Schedule bank (Schedule I & II as per RBI guidelines) in favour of "INLAND WATERWAYS AUTHORITY OF INDIA FUND" payable at Guwahati. No other form of payment, e.g. Bank Guarantee, Fixed Deposit etc., shall be accepted for EMD. No bidder shall be exempted from submission of EMD under any circumstances.

**Those who are using downloaded tender document from the website may submit the cost of tender document in the form of separate DD along with EMD, while submitting the bid. Self declaration letter must be submitted that there is no change in any clause and terms as in original tender paper.**

13.1 The successful Supplier's EMD will be converted into Security Deposit (SD) and the Supplier has to remit balance amount of SD in the form of Demand Draft (DD) / Performance Guarantee as per clause 8 of "General Conditions of the Contract". However, the validity of S.D shall be till expiry of the warranty period.

13.2 The EMD may be forfeited if,

- a] Supplier withdraws his bid in part or in full or modifies his tender, during the period of bid validity specified on the bid form, or
- b] 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 the EMD absolutely.
- c] The successful Supplier fails to furnish in full all the information as required by the tender, withdraws his tender or refuses to sign the contract in accordance with Clause -26 on issue of letter of intent, or refuses to provide the Security Deposit in accordance with Clause - 25.

13.3 The EMD will be returned to the unsuccessful tenderers after finalization of the tender and no interest will be paid on EMD.

14. **Period of Validity of Bid**

14.1 **Bid shall remain valid for 180 days from the date of bid closing** prescribed by the Authority as per the Clause -18.

14.2 Notwithstanding Clause -14.1 above, the Authority may solicit the Supplier's consent for extension of the bid validity. The request and the response shall be made in writing.

15. **All pages of the bid shall be duly signed by the person/(s) signing the bid.** The name of and position held by the person signing the bid must be typed or printed below the signature.

16 The bid shall not contain erasure/over writing except as necessary to correct errors by the

Supplier in which case the person signing the bid shall initial such correction(s).

16.1 Tender forms are not transferable and its cost is not refundable.

16.2 "Authority" will in no way be responsible for any expenditure incurred by the tenderer in the preparation and submission of the tender.

## 17. **Submission of Bid**

The tenderers are required to submit their tender in two parts in separate sealed envelopes as given below:

### **17.1 Technical Bid**

The tenderer shall submit the technical proposal keeping in view the equipment specification and quantity of this tender. **The technical proposal would include the following for evaluation of technical bids:**

i. The EMD as specified in Clause -13.

ii. Bank Solvency for the following amounts:

Schedule 'A' – Rs. 1.00 lakh.

The Bank Solvency should be in the name of the bidder and not from the Manufacturer/OEM.

iii. The original tender document duly sealed & signed in every page by authorized signatory of the tenderer.

iv. Acceptance to tender terms & conditions to be confirmed.

v. Acceptance of clause 14 for validity of bid.

vi. Acceptance of clause 10 of "Special Conditions of the Contract".

vii. Acceptance of clause 5 of "Special Conditions of the Contract".

viii. Duly filled "Tender Form".

xi. Acceptance of clause 3 of "Special Conditions of the Contract".

x. List of Spares as per clause 10.(a) of "Special Conditions of the Contract".

xi. Post warranty Maintenance as per clause 5.8 of "Special Conditions of the Contract".

xii. Acceptance of payment terms clause 14 of "General Conditions of the Contract".

xiii. Documentary evidence such as manufacturer valid registration certificate for manufacturing equipment / Authorization certificate as Dealer / Supplier of reputed brand of the equipments for which the bidder intended to quote.

xiv. Copies of PAN issued by Income tax Department/ **Balance Sheet and audited accounts for the last one year** etc. are to be furnished in the technical bid.

xv. Background of the organization with respect to similar experience and brief

description of projects recently undertaken in the relevant field.

xvi. Copies of similar supply orders / performance certificates / job completion certificates for each individual item for which the bid is submitted, issued by the client during the past 3 years, for evaluation of financial & technical capabilities of the bidders.

xvii. The documentary evidence about bidder's financial and technical capability necessary to perform the contract / supply order including capacity in terms of personnel for the purpose of carrying out the service.

xviii. Documentary evidence such as brochures establishing that the equipment to be supplied by the Supplier conform to the tender document.

The equipment being offered should be based on proven design. This aspect should be clearly stated in the offer.

Proven design means:

- a). One should have executed similar order
- b). Should have supplied similar equipments
- c). Should have proven track record of timely delivery without cost over run.
- d). Similar equipment supplied should have performed to the satisfaction of the owner.

***xix. The technical proposal shall not contain any reference to the prices quoted.***

xx. Technical compliance statement of each items proposed to supply against which the tender has invited (as in the enclosed format - Annexure-I).

xxi. The tenderer should provide a list of the equipments installed in various reputed Govt. / PSU's / Private sector organisations.

xxii. Any other details which tenderer may feel relevant to carry out the present assignment.

***If there is any deviation from any condition, it should be clearly mentioned in the technical bid.***

The Envelope containing Technical bid will be sealed and super scribed "**Technical bid for Procurement of P.P. rope**".

## **17.2 Financial Bid**

This will contain prices to be charged for completing the work and will comprise of the bid form and price schedule duly filled in and signed. The Price Offer is to be given in the "Single Tender, Separate Prices" format.

**All the prices quoted shall be indicated both in figures and in words.**

**The prices quoted shall be Basic cost and other taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing inspection charges, etc. separately at the delivery destination. Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Import License and Foreign exchange required, if any, shall be arranged by the Supplier himself. With regard to the import of equipment, "Authority" will issue only a letter stating that the equipment**

is for the official use of “Authority”. However, service tax applicable, if any, as per Govt of India rules shall be indicated separately in the financial bid.

If required, End-User Certificate will be provided by “Authority”.

Suppliers will have to quote entirely in Indian Rupees. No provision exists for payments of foreign exchange to Suppliers.

Separate envelope containing financial bids should be sealed and superscripted as "**Price bid for Procurement of P.P. rope**".

### 17.3 **Submission of Tender**

Duly sealed covers containing the technical and financial bids will be put in a separate single cover which should be sealed and super scribed as "**Tender for Procurement of P.P. rope**" and "**Don't Open before 31 .8.2009 at 1530 hrs**".

The offer, complete in all respects, should be submitted by **1500 hours IST on 31 .8.2009** in the office of the **DIRECTOR, Inland Waterways Authority of India, 5<sup>th</sup> Floor, chatribari, A.T.Road, Guwahati-781001, India.**

### 18. **Submission of Bids**

The bids shall be received by the Authority at the address specified in Clause -17 not later than **1500 hours IST on 31 .8.2009**. “Authority” shall not be responsible for delay caused due to postal/ courier or any other modes of delivery. Local tenderer may, if so desire, deposit tenders in the tender box provided in the office for this purpose.

18.1 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 Suppliers previously subjected to the dead line will thereafter be subjected to the dead line as extended.

19. Late bids will be rejected and returned unopened to the Supplier.

20. Telex, Fax, E-mail and cable offers will not be considered under any circumstances.

### 21. **Bid Opening and Evaluation**

The Authority shall open the technical bid in the presence of Suppliers representatives who choose to attend, at the opening time at the location prescribed for submission of bid under Clause -17. Price bids will be opened at a later date after evaluation of technical bids. The opening date for price bids will be informed to the tenderer whose bids would qualify technically.

Technical Bids will be evaluated and compared based on documents furnished as per clause 17 of “Instructions to the Supplier” & “Details to accompany tender bid”.

Price bids will be evaluated and compared based on lowest prices quoted as per clause 17 of “Instructions to the Supplier” for individual item. No weightage carry over on technical evaluation shall be there at the time of financial evaluation.

### 22. **Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the Supplier for clarification on its bids. All responses to request for clarification shall be in writing within 7 days 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.

23. **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 thereof without assigning any reason whatsoever, prior to award of contract without thereby incurring any liability to the affected Supplier or any obligation to inform the affected Suppliers of the ground for the Authority's action.**
24. **The Authority reserves the right at the time of awards of order to increase or decrease the quantity of equipment specified in the price schedule without any change in unit prices or other terms and conditions.**
25. The Authority will notify the successful Supplier in writing that the bid has been accepted. The successful Supplier will be required to enter into a contract with the Authority in the form given in these documents and has to submit **Performance Guarantee as per clause 8 of "General Conditions of the Contract", within 10 days of award of work. The validity of S.D shall be till the expiry of warranty period.**
26. The Authority shall forward a draft contract to the Supplier along with award of supply order. **Within 10 days of receipt of such documents the successful Supplier shall sign the contract on non-judicial stamp paper of Rs. 100/- under the terms and conditions as indicated in the "DRAFT CONTRACT" forwarded by the Authority.** The contract shall be submitted in duplicate.

### 3. DETAILS TO ACCOMPANY TECHNICAL BID

(Tender for Procurement of P.P. rope)

- |                      |   |
|----------------------|---|
| <b>Enclosure I</b>   | List of any deviation from the enclosed conditions or contract, giving reference to the Article on which the tenderer proposes to deviate.  |
| <b>Enclosure II</b>  | Elaborate technical specification giving details of equipment to be submitted. These should be conforming to the general details given in the technical specifications enclosed with the tender documents.                        |
| <b>Enclosure III</b> | List of any deviations from the enclosed basic technical specification giving reference to the Clause of specification which the tenderer proposes to deviate from and reason for such deviations.                                |
| <b>Enclosure IV</b>  | Detailed Supplier's specifications and drawing(s) of the equipment, showing the correct sizes of equipment offered.   |
| <b>Enclosure V</b>   | Delivery, schedule of equipment shall be enclosed, indicating tentative dates of all major stages.  |
| <b>Enclosure VI</b>  | Particulars of collaborators / agents, with whom the tenderer wishes to associate for supply of equipment, along with the details of scope of work.   |
| <b>Enclosure VII</b> | List of P.P.Rope & consumables for all equipment for 3 years operations along with their quotation & source on unit rate basis; all inclusive for delivery at "Authority" Regional offices as indicated in the delivery schedule. |

"Authority" reserves the right to select the P.P.Rope from the above list at its sole discretion and place order for them. These spare parts, suitably packed, will have to be delivered along with the equipment, if ordered by "Authority". However, payment for the same would be made separately by "Authority".

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# **GENERAL CONDITIONS OF CONTRACT**

**(Tender for Procurement of P.P.rope )**

## **DEFINITIONS**

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

a) **Chairman**

Means Chairman of Inland Waterways Authority of India.

b) **Supplier**

Means the Company, Firm, person or persons who's tender has been accepted by the Authority and includes Supplier's successors, representatives, heirs, executors and administrators unless excluded by contract.

c) **Authority**

Means Inland Waterways Authority of India, a statutory body set up under Inland Waterways Authority of India Act 1985 in the Ministry of Shipping, Government of India, represented by Chairman or his authorized representative.

d) **Drawings**

Means the drawings and plans specified in the specifications. The expression "Work" means all the works specified or set forth and required in and by the said specifications, are drawing and schedule or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings being in conformity with the said original specifications, drawing and a schedule and also in such additional instructions and drawings not being in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Supplier.

e) **Government**

Means the Government of India.

f) **Inspection Authority or Inspector**

Means the Officer of the Authority or any other person from time to time appointed by the Authority to act as an inspecting authority or inspector for the purpose of the contract.

g) **Equipment**

Means P.P.rope System including all accessories to be delivered in accordance with the contract and with modification, if any, as mutually agreed upon.

**All the equipments / items shall be of as per specification mention in the contract. However, assembled equipments will not be acceptable.**

- h) **Purchaser**  
Means "INLAND WATERWAYS AUTHORITY OF INDIA" represented by Chairman and includes his successor assignees.
- i) **Representative**  
Means the officer appointed by the Chairman on behalf of the Authority to receive the Equipments along with spares, on their behalf upon delivery at the specified destination.
- j) **Test**  
Shall mean necessary test certificate or tests certificates as are prescribed by the specification to be submitted by the supplier at the time of delivery of materials.
- k) **Variation**  
Variation includes alterations, amendments, omissions addition or suspensions of the work.
- ii) **MARGINAL HEADINGS**  
The marginal headings or notes of each of the Clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
- iii) **WORDS IMPARTING SINGULAR:**  
Words imparting the singular only also include the plural and vice versa where the context requires.
- (a) **PARTIES**  
The parties to the contract are the supplier and the purchaser.
- (b) **AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER**  
A person signing the tender or any other document in respect of the contract on behalf of the supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the supplier. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the Equipments at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.
- (c) **ADDRESS OF THE SUPPLIER AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER**
- (i) For all purposes of the contract including arbitration there under, the address of the supplier mentioned in tender shall be the address to which all communication addressed to the supplier shall be sent, unless the supplier has

notified a change by a separate letter containing no other communication and sent by registered post due to Director, Inland Waterways Authority of India, 5<sup>th</sup> Floor, Parmeshwari Building, A.T.Road, Guwahati-781001. The supplier shall be solely responsible for the consequence of an omission to notify a change or address in the matter aforesaid.

- (ii) Any communication or notice on behalf of the purchaser, in relation to the contract may be issued to the supplier by Director, and such communications and notices may be served on the supplier either by fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of Director.

#### **AUTHORITY OF THE CHAIRMAN**

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

#### **DELEGATION OF POWERS**

The Chairman on behalf of Authority may from time to time delegate to any person operations to be named by him such of the powers, authorities and discretion's vested in him by the contract as he may think fit and the supplier shall recognize such person or persons on written notice from the Chairman of his or their appointment and of the powers, authorities and discretion's respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretion's so delegated provided that the Chairman on behalf of Authority shall not delegate the powers, authorities and discretion's conferred on him by the Clause 21 hereof.

#### **RESPONSIBILITY OF THE SUPPLIER FOR EXECUTION OF THE CONTRACT**

##### **I) RISK IN THE SUPPLY OF EQUIPMENTS**

The Supplier shall perform the contract in all respects in accordance with the terms and conditions thereof. The Equipments and every constituent part thereof, whether in the possession or control of the supplier, his agents or employees or in the joint possession of the supplier, his agents or employ and the purchaser, his agent or employees shall remain in every respect of at the risk of the supplier until their actual delivery to the representatives at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the Equipments from any cause whatever while the

Equipments after approval by the inspector are awaiting delivery or are in the course of transit from the supplier to the consignee or, interim consignee as the case may be.

**(II) RESPONSIBILITY FOR COMPLETENESS**

Irrespective of any inspection and tests made by the inspector, the supplier shall be entirely responsible for the proper execution of the contract notwithstanding any approval, which may have been given by the inspector or the supplier.

Any fitting accessories which may not be specially mentioned in the specification but which are usual or necessary are to be provided by the supplier without extra charge.

**(III) SUBLETTING THE CONTRACT**

The supplier shall not assign lease or sublet or cede this contract or the benefit hereof or any part thereof or any money payable hereunder or sublet the services to be rendered as aforesaid or any part thereof to any other person or company without the previous permission of the Authority certified in writing under the hands of the Director and no assignment, lease, cession or subletting although so permitted shall exonerate the supplier from his liability under this contract and the Authority shall not be bound or required to take notice or give effect to any such assignment, lease cession or subletting unless the same shall have been made with such permission as aforesaid PROVIDED ALWAYS the supplier may procure any necessary materials to be manufactured for the purposes of, this contract by any person, firm or company whose names shall have been submitted to and approved by the Director on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Supplier from any responsibility or obligations with reference to any such materials.

**(a) CHANGES IN A FIRM**

- (i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Chairman on behalf of Authority which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.
- (ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the Chairman on behalf of Authority may, at his opinion cancel the contract and in such case the supplier shall have no claim whatsoever to compensation against the purchaser.
- (iii) If that the contract is not determined as provided in sub-Clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the Chairman registered post acknowledgement due.

**(b) CONSEQUENCE OF BREACH**

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (II) or (III) (a) (i) of this sub Clause it shall be lawful for the Director to cancel the contract and purchase or authorize the purchase of the Equipments at the risk and cost of the supplier and in that event the provisions of Clause 24 of **GENERAL CONDITIONS AND CLAUSE 12 OF SPECIAL CONDITIONS** shall as far as applicable. The decision of the Chairman on behalf of Authority as to any matter or thing concerning or arising out of this sub-Clause or any question whether the supplier or any partner of the contract firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contract.

**(IV) ASSISTANCE TO THE SUPPLIER**

- (a) The Supplier shall solely be responsible to procure any equipment or obtain any import or other license or permit required for fulfillment of the contract and the grant by the Chairman or any other authority of a quota certificate or permit required under any law for distribution or acquisition of equipment or any other commodity or any other form of equipment, or any other commodity or any other form of assistance in the procurement of the equipment aforesaid, shall not be construed as a representation & the part of the purchase that the equipment covered by such license or permit quota certificate is available or constitute any premise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the supplier obtains any equipment at less than their market price or the cost of production of the Equipments is lowered, the price of the Equipments payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the Chairman whose decision shall be final and binding on the supplier.
- (b) Every agreement made by Chairman on behalf of authority to supply or give assistance in the procurement of equipment, whether from the Govt. Stock or by purchase under permit or release order issued by or by any officer empowered in
- (c) that behalf of Govt. shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Director on behalf of authority whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the supplier.

**INABILITY TO PERFORM CONTRACT**

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

contract are should he neglect to comply with any directions given to him by the inspector or in any respect fail to perform the contract, the purchaser shall have power to declare the contract at an end, in which case the supplier shall be liable for any expense, loss or damage which the purchaser may incur or sustain by reason, of or in connection with supplier's default.

## **7 QUOTATION OF RATES BY SUPPLIER**

The price(s) quoted by supplier shall be firm with no provision for any deviation as per in the cost schedule. **All the price(s) quoted shall be indicated both in figures and in words. The price(s) quoted shall be Basic cost and other taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing charges, etc. separately at the delivery at Pandu-Port ( Guwahati), India. Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Import License and Foreign exchange required, if any, shall be arranged by the Supplier himself.**

The price(s) quoted shall not exceed the prices or contravene the norms for fixation of price laid down by Government or where no such prices or norms have been fixed by Government it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with Government.

## **8 SECURITY DEPOSIT**

(i) The EMD received from successful tenderer will be converted as Performance Guarantee on signing of the agreement The balance amount of the Performance Guarantee shall be submitted in the form of DD from a Nationalized/Reputed International Bank within 10 days of award of work for an amount equal to 10% (ten percent) of the contract value of the work, after adjustment of the EMD deposited. Performance Guarantee(s) shall be kept valid till expiry of warranty period of Equipments.

(ii) These documents shall be kept valid till expiry of warranty period of Equipments to the representatives of "Authority" in good condition. There shall not be any additional payment to the supplier for obtaining bank guarantees.

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

(iii) If the supplier fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairman or his duly authorized representative to forfeit either in whole or in part, the security deposit furnished by the supplier. Save as aforesaid,

if the supplier duly performs and completes the contract in all respects and presents in absolute “**NO DEMAND CERTIFICATE**” in the prescribed form, the Chairman on behalf of authority shall refund the Performance Guarantee(s) and security deposit to the supplier after deducting all costs and other expenses that the purchaser may have incurred and all dues and other money including all losses and damages which the purchaser is entitled to recover from the supplier.

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

- (i) All the property of the Authority or purchaser loaned whether with or without deposit to the supplier in connection with the contract shall remain the property of the authority or the purchaser as the case may be. The supplier shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- (ii) All such property shall be deemed to be in good condition when received by the supplier unless he shall have within seven days of the receipt thereof notified the Chairman to the contrary. If the supplier fails to notify any defect in the condition or equality of such properties he shall be deemed to have lost the right to do so at any subsequent stage.
- (iii) The supplier shall return all such property in good condition. The supplier shall be able for loss or damage to such property in the possession of or under the control of the supplier, his employees or agents and responsible for the full value thereof to be assessed by the Chairman on behalf of authority whose decision shall be final and binding on the supplier.
- (iv) Where such property is insured by the supplier against loss or fires at the request of the authority or the purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the supplier as aforesaid.

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

The supplier shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measure which the inspector may require the supplier to take for the proper completion of

the contract though no special provision in respect thereof may have been able in the particulars.

#### **11. TIME AND DATE OF COMPLETION OF WORK**

The time and the date stipulated in the tender for the completion of the work shall be deemed to be the essence of the contract. In case of delay the supplier shall in addition to other liabilities mentioned in the special conditions of contract be liable for all cost of inspection, which may be incurred after the date on which the work ought to have been completed. But if the delay shall have arisen from any cause such as strikes, locations, fire, accident, riot, etc. which the purchaser may admit as reasonable ground for further time, the purchaser will allow such additional time as he may consider to have been required by the circumstances of the case.

#### **12. PROGRESS REPORT**

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

#### **13. CERTIFICATE AND FEES**

All test certificates and other certificates are to be handed over to the Chairman or his representative on completion of supply and delivery of the Equipments by the supplier with the report that the Equipments are ready for installation. The supplier shall pay all the fees in connection with the certificates and all realities or incurred other fees during the Supply of the Equipments.

#### **14. (a) CONTRACT PRICE**

Subject to any deduction and addition authorized by and to the other provisions of this contract authority shall apply to supplier for the supply, at specified destination the means P.P.ROPE **including of all taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing charges, etc. separately at the delivery at Pandu-Port ( Guwahati), India.** and for all other the works, matters, things and obligations to be executed, done, supplied and performed by the supplier under this contract including the provision of the spare parts as specified (which said amount is herein called the contract price) by the time and in the manner following viz.:

- i) **100% (hundred percent) of the contract value will be paid within 15 days of delivery in good condition, without any transit damage. Inspection of materials in their Physical Condition. For the materials supplied at IWAI Guwahati, the supplier will furnish the bill duly**

**certified by the “Authority” authorized representative for delivery in good condition. The Officer-in-charge of the Authority or their representatives, having received the items in good condition, would certify the bills within 15 days of supply.**

- ii) Performance Guarantee and Security Deposit will be released on expiry of warranty period of 3 months subject to Clause 8 of “General Conditions of Contract” or final settlement of all claims of the purchases under the terms of contract whichever occurs later.**

No part payment will be allowed against the contract prices).

The supplier will have to produce a copy of custom clearance certificates (Bill entry for Home Consumption) & copy of delivery challan issued by the manufacturer of P.P.ROPE for imported P.P.ROPE only.

**b) SYSTEM OF PAYMENT**

Unless otherwise agreed in written between Chairman on behalf of Authority and the supplier payment for the works shall be made by Chairman on behalf of Authority, by crossed cheque on a branch of Andhra Bank in as in Clause 14 (a) upon production of the certificate of the Director appointed by Director or authorized representative of Director for the inspection of the Supply of the materials. The supplier must submit the bills and necessary documents allowing 30 days from the date of supply for the payment.

Suppliers will have to quote entirely in Indian Rupees. No provision exists for payments of foreign exchange to Suppliers.

**15. WITHHOLDING AND LIEN IN RESPECT OF SUM CLAIMED**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the supplier, the purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, deposited by the supplier and for the purpose aforesaid the purchaser shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or

if no security has been taken from the supplier, the purchaser shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the supplier under the same contract or any other contract with the purchaser or the government or any person contracting through the Director pending finalization or adjudication of any such money so withheld or retained under the lien referred to above, by the purchaser will claim arising out of or under the contract is determined by the arbitrator.

## **16. INDEMNITY**

- (i) The supplier shall at all time indemnify the purchaser against all claims which may be made in respect of the Equipments for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.
- (ii) The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent of trade mark for fulfillment of the contract.

## **17. CORRUPT PRACTICE**

- (i) The supplier shall not offer or to give to any person in the employment of the purchaser or working under the orders of the Chairman any gift of consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or 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 supplier) or the commission of any offence by the supplier or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code, 1860 or the preservation of Corporation Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitled the Chairman on behalf of authority to cancel the contract and all or any other contracts with the supplier and to recover from the supplier the amount of any loss arising from such

cancellation in accordance with the provisions of special condition and general condition.

(ii) Any dispute or difference in respect of either the interpretation effect or application of the

above conditions or of the amount recoverable there under by the purchaser from the

supplier, shall be decided by the Chairman on behalf of authority.

## **18. INSOLVENCY AND BREACH OF CONTRACT**

The Chairman on behalf of authority may at any time, by notice in writing, summarily terminate the contract without compensation to the supplier in any of the following events, that is to say:

(i) if the supplier being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or other for administration of his estate made against him or shall take any proceeding for composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act, or

(ii) if the supplier being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled the court or debenture- holders to appoint a Receiver, Liquidator or Manager, or

(iii) if the supplier commits any breach of the contract not herein specifically provided for : provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser. For any extra expenditure is thereby put to and the supplier shall under no circumstances be entitled to any gain on re-purchase.

## **19. ARBITRATION**

19.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the supplier 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 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 Authority 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 Chairman 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 "Authority". 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 the Authority in charge then after the expiry at the aforesaid stipulated period shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 19.2 The arbitrator to whom the mater is originally referred being transferred or vacating his office or being unable to act for any reason, then the Authority shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which, it was left by the predecessor.
  - 19.3 The award of the arbitrator shall be final and binding the arbitrator shall decide in what proportion the arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
  - 19.4 The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
  - 19.5 A notice of the existence in question dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
  - 19.6 Where the amount of claim is Rs. 1, 00, 000.00 (Rs. ONE LAKS ONLY) and above the arbitrator shall give reasons for the award for each item of Rs 75, 000.00 & more.
  - 19.7 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.
  - 19.8 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 proceeding under this Clause.

NOTE: In case of contract with another public sector undertaking the Clause 19.1 to 19.8 shall stand deleted and the following arbitration Clause shall apply:

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

## **20. LAWS GOVERNING THE CONTRACT**

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

## **21. APPEAL**

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

## **22. CHAIRMAN" CERTIFICATE TO BE FINAL**

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

## **23. AUTHORITY AND THEIR STAFF NOT TO BE PERSONALLY LIABLE:**

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

## **24. STANDARD BREAK CLAUSE**

- (i) The purchaser shall in addition to this power under other Clauses to determine this contract have power to terminate his liability there under at any time by giving one month (or such shorter period as may be mutually agreed) notice in

writing to the supplier of the purchaser's desire to do so and upon the expiration of the notice the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this Clause.

- (ii) In the event of this, notice being given the Purchaser shall be entitled to exercise as soon as may be reasonably practicable within that period the following powers or any of them:-
  - a) To direct the Contract to complete in accordance with the contract all or any equipment, parts of such equipment or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery do may be mutually agreed or in detail of agreement at the contract rate. All articles delivered by the supplier in accordance with such directions and accepted shall be paid at a fair and reasonable price assessed in the basis of the contract price when it exists.
  - b) To require the supplier on receipt of the notice of termination.
    - 1) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.
    - 2) As far as possible consistent with (I) above to concentrate work on the completion of parts already in partly manufactured state; and
    - 3) To terminate on the best possible terms such orders for materials and parts bought out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions given under this paragraphs (a) and (b) (I) and (ii) above as far as this may be possible.
- (iii) In the event on such notice being given provided the supplier has reasonably performed all the provisions of the contract binding upon him down to the date of this notice.
  - a) The Purchaser shall take over from the supplier at a fair and reasonable price (assessed on the basis of the contract price of the completed articles), all unused, undamaged and acceptable materials, bought to components and articles in the course of manufacture in possession of the supplier at the expiration of the notice and properly provided by or supplied to the supplier for the performance of this contract except such materials, bought out components are supplied to the supplier through the intervention of the purchaser or on his behalf:-
    - (1) The said fair and reasonable price shall be assessed on the basis of the cost price of such materials and
    - (2) If the supplier elects to retain any materials bought-out components and articles as in this Clause provided, he shall settle all claims of supplier in respect of the materials supplied to him as aforesaid including any claims to any extra charge (if the original stipulated terms has been concessional) and shall keep the purchaser indemnified against the same:
  - b) The supplier shall deliver in accordance with the direction of the Purchaser all such unused, undamaged and acceptable materials, in course of the manufacture

(except as aforesaid) taken over by or previously belonging to the Purchaser and their Purchaser shall pay to the supplier fair and reasonable handling and delivery charges therefore,

- (c) The Purchaser shall indemnify the supplier against the commitments, liabilities or expenditure which in the opinion of the Purchaser are reasonable and properly chargeable by the supplier in connection with the contract to the extent to which the Purchaser is satisfied that such commitments, liabilities or expenditure would otherwise represent and unavoidable loss by the supplier by reason of the termination of the contract. Provided that in the event of the supplier not having observed any direction given to him under the sub Clause (2) hereof the Purchaser shall not be liable under the sub Clause to pay any sums in excess of those for which the Purchaser would have been able had the supplier observed that direction.
- (iv) If in any particular case exceptional hardship to the supplier should arise from the operation of this Clause it shall be open to the supplier to refer the circumstances to the Chairman acting on behalf of the Purchaser who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.
- (v) The Purchaser shall not in any case be liable to pay under the provisions of this Clause any such sum which when taken together with any sums paid or due to becoming due to the supplier under this contract shall exceed the total price of the article specified in the schedule payable under this Contract.
- (vi) The supplier shall in any substantial order or sub-contract planned or made by him in connection with or for the purpose of this contract take power wherever possible by securing the acceptance of the sub-supplier to terminate such order or sub-contract in the event of the termination of this contract by the Purchaser of this Clause and save only that: -
  - (a) The name of the contract shall be substituted for the purchaser throughout except in sub-Clause (c) where it occurs for the second and third times;
  - (b) The period of the notice of termination shall be one month or such shorter period as may be mutually agreed upon. Substantial order or sublet contracts of or over Rs. 1,00,000 (Rupees One lakh) in value.

## **5. SPECIAL CONDITIONS OF CONTRACT** (Tender for Procurement of P.P. rope )

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# SPECIAL CONDITIONS OF THE CONTRACT

## 1. PERFORMANCE OF THE WORK

The work shall be performed at the place or places named in the tender or at such other place or places named in the tender or at such other place or places as may be approved by the Purchaser.

## 2. SPECIFICATION

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the supplier's tender to supply the Equipments in accordance with such particulars shall be deemed to be an admission his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the supplier did not examine or acquaint himself with such particulars.

## 3. GUARANTEE FOR THE MATERIAL SUPPLIED

3.1. Supplier will be required to obtain and furnish a guarantee for the material supplied.

3.2. Supplier shall warrant to the Authority that the materials supplied under the contract will comply strictly with the contract shall be first class in every particular case and shall be free from defects. The supplier further warrants to the Authority that all materials, and supplies furnished by the supplier for the purpose of the material will be of the most suitable grade, and for their intended purposes. The supplier shall further warrant that the services to be carried out under this contract will conform with generally accepted professional standards.

3.3. This warranty shall remain valid for minimum three (3) calendar months from the final acceptance unless specified otherwise in the special conditions of contract. During the warranty period the supplier has to make all arrangement to renewal the defects material, this should be "free of cost at the ultimate destination".

3.4. The Authority shall promptly notify the supplier in writing of claim arising under this warranty.

3.5. On receipt of such notice, the supplier shall promptly replace the defective equipments or parts there of.

3.6. Without prejudice to clause 3.4 and 3.5 the supplier shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 3.4 and 3.5 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

3.7 If the supplier, having been notified, fails to remedy the defect(s) in accordance with the contract 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 contract.

**4. VARIATIONS (i.e., MODIFICATION IN DESIGN AND DIMENSION)**

Should any alternations in or additions to the materials as specified in the said specifications not involving extra cost to the supplier be considered necessary or expedient by the supplier or by the Chairman, "Authority" or the inspecting Authority or officer and be mutually agreed on in writing the supplier shall execute the same without any charge beyond the Contract Price. But if the Director, "Authority" shall desire any alternation or additions involving extra cost to the supplier the supplier before executing the same shall tender to the Chairman, "Authority" a written offer stating the nature and cost of such alternations or additions and the extension of time if any required for making them and if the Chairman, "Authority" shall accept the said offer and allow such extension of time in writing the supplier shall be bound to execute the work. No extra work shall be executed by the supplier or if executed shall be paid for by the supplier except such as may be embraced in such offer and acceptance. The supplier shall allow the "Authority" the value as shall be mutually agreed writing or any materials and value as shall be mutually agreed in writing or any materials and workmanship dispensed with by any such alterations or additions.

Provided that no such variations shall except with the instructions from the inspector as to carry out the work which either than or later will in the opinion of the supplier, involve a claim for additional payment, the supplier shall, as soon as reasonably possible after receipt of instructions aforesaid advise the Inspector to that effect.

**5. SUPPLIER TO SUPPLY, MATERIAL, AND DELIVER THE MATERIALS**

Subject to and in accordance with the provisions of the contract, the supplier shall and in the best and most workman like manner and with equipment, thing and workmanship respectively of the best kinds build, equip, test to the satisfaction of the Chairman, "Authority" deliver to the representatives of "Authority" and in the conditions provided by this contract, the equipments of the description dimensions containing all apparatus, permanent and temporary fittings mentioned and described in or to be informed from the modifications hereto attached and from the specifications furnished by the supplier and accepted by him (Chairman) for the purposes of this contract, both of which hereinafter called the said specifications hereto attached and hereinafter called the said specifications hereto attached and from the plan or plans which have for purposes of identification been signed on behalf of the Chairman and by the supplier and shall supply and deliver

as hereinafter mentioned the spare parts as specified in all respects with this contract, the said specifications and the said plans, supplementary drawings, instructions and explanations as shall from time to time hereinafter be furnished and given by the supplier to and be approved by the Chairman, "Authority".

The material supplied will bear the manufacture's serial numbers without any additional cost.

**6. REPLACEMENT OF DEFECTIVE WORK, MATERIAL AND FITTINGS**

All materials, and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Director or the inspecting authority or officer. Any portion or portions of the equipment or any of the works done under this contract which may be considered by the Director or the inspecting authority or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the materials and which he shall reject shall be replaced in a manner satisfactory sole expense of the supplier. If the inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the supplier notice thereof and the Supplier shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the inspector shall be the judge), the purchaser may reject and replace at the cost of the Supplier the whole or any portion of the work as the case may be, which is defective or fails to fulfill the requirement of the contract. The Purchaser shall carry out such replacement within a reasonable time to the same specifications and under competitive conditions. The Supplier's full and extreme liability under this Clause shall be satisfied by the payment to the Purchaser, of the extra cost, if any, of such replacement delivered and / or constructed as provided for in the original contract, such extra cost being the ascertained

difference between the price paid by the purchaser, under the provisions above mentioned for such replacement and the contract price for the work so replaced, and the repayment of any sum paid by the purchaser to the Supplier in respect of such defective work. Should the Purchaser not so replaced the rejected work within reasonable time, the Supplier's full and extra liability under this Clause shall be satisfied by the repaying of all moneys paid by the Purchaser to him in respect of such work.

## **7. DELIVERY**

**Delivery will have to be done at Pandu-Port ( Guwahati) as per B.O. Q specification.**

<b>Sl No.</b>	<b>Item</b>	<b>QUANTITY</b>	<b>REMARKS</b>
1.	32 mm polypropylene Rope confirming to IS: 5175 of 1992 to be supplied at Pandu- Port alongwith necessary test certificate provided by manufacturer.	735 kg	
2.	28 mm polypropylene Rope confirming to IS: 5175 of 1992 to be supplied at Pandu- Port alongwith necessary test certificate provided by manufacturer.	240 kg	

The bidder while submitting contract to the authority will submit brief schedule of delivery.

The material supplied will bear the manufacturer's serial numbers.

The authority will accept no transportation delay.

## **8) Spare parts**

**a) Equipments to be at Supplier’s risk until the issue of certificate of delivery**

The said delivery of the materials at respective locations shall be at the expense and risk of the Supplier who shall (in accordance with Clause 12 of General Conditions) pay and such case the Supplier shall at his own expense.

**(b) As to acceptance of delivery**

The materials shall be delivered to the representative of Director who shall thereupon give to the Supplier or to such other persons who may be appointed by the Supplier to receive the certificates of such delivery and of the date thereof and the granting of such certificates shall along be evidence of the acceptance by the “Authority” of the delivery and of the date thereof.

**(c) DELIVERY SCHEDULE**

SL#	Items	Period
1	Award of work order	ZERO DATE
2	Submission of Security Deposit (10% of Contract Value)	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
3	Signing of agreement	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
4	Delivery of instruments	WITHIN THIRTY DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
8	Warranty period	3 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OR AS PROVIDED BY MANUFACTURER WHICH SHALL BE LATER

**9. TRANSPORTATION AND PACKING**

The supplier shall ensure all necessary precautions for safe transportation and delivery of materials. The Authority shall not be held responsible for transshipment losses. The supplier for transportation and packing of the materials

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 bidding documents. The packing should be sufficient to withstand rough handling and atmospheric conditions.

**10. LIQUIDATED DAMAGE FOR DELAY IN THE DELIVERY AND FORCE MAJEURE**

**10.1** If the supplier fails to deliver the materials within the period fixed for such delivery or for tests as per Clause - 8 above or at any time repudiates the contract before the expiry of such period the authority may without prejudice to its right, recover damages for breach of the contract damages equivalent to **0.5 % of the contract price of the delayed equipment per week of delay subject to a maximum of 10% of the contract price.**

**10.2** Where delivery is accepted after expiry of the aforesaid period and in case of repudiation of the contract the security of the supplier shall be liable to be forfeited and shall also be liable for any loss, which the authority may sustain on that account. PROVIDED ALWAYS that if the Director shall certify in writing that such delay or any portion thereof has arisen either in connection with the works of the supplier or their authorized sub supplier from a general strike or sectional disputes of workman or employees or combinations of workmen or employers or accidental fire or destruction of the supplier's works from storms or exceptionally bad weather. Act of God or other causes which in the opinion of the Director on behalf of IWAI were unavoidable and could not be foreseen or overcome by the supplier then and in such cases the liquidated damages shall not be payable in respect of the period certified to be due such cause and the Director

on behalf of IWAI shall have power to extend accordingly the time fixed for completion.

## 11. INSURANCE

The supplier shall of his own cost fully insure if reqd. and keep insured in the joint names of the authority and the supplier the materials. Insurance cover should be required to cover all essential risk in connection with carrying out the contract. The insurance cover required is for the materials during transportation, storage, delivery and during installation completely at supplier's cost.

## **6. TECHNICAL SPECIFICATIONS**

SI No.	Item	QTY.
	<b><u>SCHEDULE 'A'</u></b>	
1.	32 mm polypropylene Rope confirming to IS: 5175 of 1992 to be supplied at Pandu- Port alongwith necessary test certificate provided by manufacturer.	<b>735 kg</b>
2.	28 mm polypropylene Rope confirming to IS: 5175 of 1992 to be supplied at Pandu- Port alongwith necessary test certificate provided by manufacturer.	240 kg

Note: 1. Bidders shall submit the drawings & detailed specifications of quoted items & accessories.

2. The manufacturer recommended spare parts / software's as mandatory required to be supplied along with the items under the contract shall be supplied and delivered at respective location at the expense of the supplier.

## **7. TENDER FORM**

\_\_\_ . \_\_\_ . 2007

To

The Director  
Inland Waterways Authority of India  
5<sup>th</sup> Floor, Parmeshwari Building  
Chatribari, A.T.Road  
Guwahati-781001, India

I/We have read and examined the following documents relating to Procurement of P.P.ROPE as specified, of Inland Waterways Authority of India, Guwahati (IWAI):

- i. Tender notice
- ii. Instructions to the Supplier
- iii. Details to accompany tender bid
- iv. General Conditions of Contract
- v. Special Conditions of Contract
- vi. Technical Specifications

I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.

I/We agree to keep the tender open for acceptance for 180 days counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to "Authority". We also agree that any terms or condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.

3. Rs..... (Rupees .....) only as the case may be is attached herewith as Earnest Money.

4. If, after the tender is accepted, we fail to execute the contract deed within 10 days of the receipt of the order to do so, we agree that "Authority" shall without prejudice to any terms and conditions of the tender, forfeit the earnest money absolutely.

I/We undertake to commence the work within 10 (ten) days of the date of issue of the work order of "Authority" and to complete and deliver whole of the work comprised in the contract and detailed plans, specifications and schedule of works within 30 days from the date on which "Authority" issues written order to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents or in default thereof to forfeit the security at the hands of "Authority" the liquidated damages in terms of the contract.

Until a formal contract is prepared and executed this bid, together with your written acceptance thereof in your notification of award shall constitute a part of the contract between us.

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

Signature \_\_\_\_\_

In the capacity of

\_\_\_\_\_

\_\_\_\_\_

Duly authorized to sign the  
Tender on behalf of (in block  
Capitals). \_\_\_\_\_

\_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Postal Address \_\_\_\_\_

---

Telephone No. \_\_\_\_\_

Telegraphic address \_\_\_\_\_

E-mail

\_\_\_\_\_

## **8. COST SCHEDULE**

### **(Procurement of P.P.Rope)**

Note: The tenderer shall enter a firm price against each item and fill up the table. The tender is “One Tender, Separate Prices” and each party may bid for P.P.rope. Prices should be in rupees (in words & figures).

### ***SCHEDULE ‘A’ P.P.ROPE***

<b>Sl. No.</b>	<b>Description</b>	<b>Qty. (nos.)</b>	<b>Rate/ Unit (Rs)</b>	<b>Amount (Rs)</b>	
1.	32 mm polypropylene Rope confirming to IS: 5175 of 1992 to be supplied at Pandu- Port alongwith necessary test certificate provided by manufacturer.	735 kg			Remarks
2.	28 mm polypropylene Rope confirming to IS: 5175 of 1992 to be supplied at Pandu- Port alongwith necessary test certificate provided by manufacturer.	240 kg	Rs		

Note: - 1. Prices should be in rupees (in words & figures).

- 2. The price(s) quoted shall be Basic cost and other taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing charges, etc. at the delivery at Guwahati.**
3. In case of discrepancy between unit price and total, the unit rate shall prevail.
4. Rate quoted should be inclusive of cost of all accessories as details given in this tender document or recommended by the Manufacturer.
5. No Form C/D, Road permit, any tax exemption certificate or 31/32 will be provided by the Authority.
- 6. Import License and Foreign exchange required, if any, shall be arranged by the Supplier himself.**

(Signature of Supplier)

Dated \_\_\_\_\_

Address \_\_\_\_\_

Witness

Signature

Name in Block letters \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

## **9. AGREEMENT FORM**

The contract made the ...day of...2007. between M/s. Inland waterways Authority of India, A-13, Sector, 1, NOIDA-201301 [UP] (herein after "the Authority") of one part and M/S..... (herein after "the supplier") of the other part WHEREAS the Authority is desirous that procurement of P.P.Rope as per work order as identified in the bid form and price schedule and has accepted a Bid by the supplier for the supply, 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 condition of contract
- d] Technical Specifications.
- e] Correspondence between supplier & 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 material described herein and supersedes all earlier verbal or written agreements pertaining to supply on P.P.ROPE 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 supplier, the supplier hereby covenants with the Authority to supply on P.P.ROPE 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 supplier in consideration of the provision and delivery of the materials and the remedying of 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: -

Director

Inland Waterways Authority of India  
5<sup>th</sup> Floor, Parmeshwari Building, Chatribari, A.T.Road, Guwahati-781001.  
Phone no./ Fax 0361-2541081, 2510368  
Telex no. Jalmarg Ghy.

(Supplier 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 supplier

Signed sealed and delivered by the said ..... (for  
the Authority) in the presence of .....

Signed. Sealed and delivered by the said .....  
(for the supplier) in the presence of .....