

TENDER

For

**CONTRACT MANAGEMENT (i.e Manning, Operation
& Maintenance) of 3 nos Amphibian Dredgers in
National Waterway No. 1 & 3.**



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

A-13, Sector-1, NOIDA, Gautam Buddha Nagar, U.P-201301

Tel (0120) 2543931: Fax: 0120-2522969

Web site: <http://iwai.nic.in> , <https://eprocure.gov.in/eprocure/appE-mail:iwainoi@hub.nic.in/>

suvadandapat@gmail.com, cepm.iwai@nic.in

SEPTEMBER- 2013



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F.No. IWAI/MD/168/2010-11

Date:

To

Sir,

Sub: Tender document for Contract Management (i.e Manning, Operation & Maintenance) of Amphibian dredgers in National Waterway No. 1 & 3

Ref: Your letter No. _____ dated _____.

Sir,

Inland Waterways Authority of India, Noida, invites on line bids/tenders from reputed, experienced, resourceful firms/ agencies for Manning, operation and maintenance of 3 nos. Amphibian dredgers in National Waterway No.1 & 3 for which the tenders are to be received in the office of **Chief Engineer (P&M)**, Inland Waterways Authority of India, A-13, Sector-1, Noida-201301, U.P., India”, not later than 15:30 hrs. IST on 10.10.2013. Accordingly a copy of the tender as requested is enclosed herewith.

(S. Dandapat)
Chief Engineer (P&M)

Encl: As above.



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Dt / ./2013

NOTICE INVITING TENDER

Inland Waterways Authority of India (IWAI) invites on line bids/tenders for different work schedules in two cover systems (Cover-I - Technical bid and Cover-II Financial Bid) from experienced and resourceful inland dredger manufacturers/suppliers and operators for **Contract Management (i.e. manning, operation and maintenance) of 3 nos. Amphibian Dredgers of Water Meters Classic-IV** with different attachments in National Waterway No. 1 (Ganga-Bhagirathi, Hooghly river system) & National Waterways No-3 (west coast canal, Udyogmandal & Champakara canal) initially for a period of three years and extendable on yearly basis up to a maximum period of two years.

The Bids will placed online at <https://eprocure.gov.in/eprocure/app>

Estimated Cost of the work , EMD requirement and Critical Dates are as under:-

Name of Works	Contract Management (i.e. manning, operation and maintenance) of 3 nos. Amphibian Dredgers of Water Meters Classic-IV with different attachments in National Waterway No. 1 (Ganga-Bhagirathi, Hooghly river system) & National Waterways No-3 (west coast canal, Udyogmandal & Champakara canal) initially for a period of three years and extendable on yearly basis up to a maximum period of two years.
Date of Publishing	09.09.2013
Document Download Start Date & Time	09.09.2013
Pre-Bid Date & Time	<i>It is must to have this as it would eliminate discrepancies/ambiguity in the tender document</i>
Bid Submission start Date & Time	09.09.2013
Bid Closing/Document Download End Date & Time	10.10.2013 15.30Hrs
Bid Opening Date & Time	10.10.2013 16.00Hrs
Tender Fee	2500.00

Work Schedule	Details of work:-	Estimated cost for 3 years (in Rs.)	Earnest Money Deposit (in Rs.)
A.	Manning, operation, repair & maintenance of 1-No Amphibian Dredger water Master Classic-IV, AD Falgu with attachments i.e Cutter Suction Dredging unit, Backhoe, excavators, weed remover, pile/pole bucket, hydraulic hammer etc in NW-1.	136.72 Lakhs	2.74 Lakhs
B.	Manning, operation & maintenance of 1 no. Amphibian dredgers, AD Manimala with attachments i.e Cutter Suction Dredging unit, Backhoe, excavators, weed remover, pile/pole bucket, hydraulic hammer etc in NW-3	163.87 Lakhs	3.28 Lakhs
C.	Manning, operation, repair & maintenance with AD Narmada with attachments i.e Cutter Suction Dredging unit, Backhoe, excavators, weed remover, pile/pole bucket, hydraulic hammer etc in NW-3. The dredger may be shifted within the contract period to NW-2 (i.e River Brahmaputra for operation).	146.24 Lakhs	2.93 Lakhs

TERMS AND CONDITIONS:

1. Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for Rs.2500/- drawn in favor of "IWAI FUND" payable at Noida/New Delhi. Tender document will be available for sale from 09.09.2013 to 08.10.2013 between 1000 hours to 1700 hours (IST) on any working day from Monday to Friday from the office of the following:
 - A. Chief Engineer (P&M) IWAI, A-13, Sector 1, Noida, Uttar Pradesh, Pin - 201301.**
 - B. Director, IWAI National Waterways Road, Kannadikkadu, NH-47 Bypass Maradu, Kochi - 682304**
 - C. Director, IWAI 48 Garden Reach Road, Kolkata-700043**

The tender document can also be downloaded from IWAI's website <http://www.iwai.nic.in> and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. Applicant submitting the downloaded version would need to pay the cost of tender document/bid along with the application in the above manner. A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder for downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.

2. Tender must be accompanied with scanned all documentary evidence of credentials viz. similar works done, performance certificate, financial performance etc. The tenderer shall meet the following pre-qualification criteria:-
 - i) **The tenderer must have worked with any of these organizations/Departments such as CPWD, Railways, MES, State PWD/Irrigation Department, State/Central Govt, Development Authority, Port Trusts, IWAI, D.C.I. or any of the State IWT Directorate Maritime Board or similar organizations of State Govt/Central Govts having experience for similar works.**
 - ii) **The firm should have done works of similar nature i.e. manning, operation, repair and maintenance of Amphibian Dredger or similar dredger with different attachments for minimum three years.**
 - iii) **Firms having experience only for manning of vessels/dredgers are not eligible.**
 - iv) **The financial performance during last three years for similar work shall be as the following. .**
 - a) Single work costing 30% of the estimated cost
Or
 - b) Two works each costing 20% of the estimated cost
Or
 - c) Three works each costing 15% of the estimated cost
 - iii) The tenderer should submit the copies of Registration Certificate/ Number for P.F., E.S.I and Service Tax registration issued by Competent Authority along with copy of the payment receipts towards documentary evidence on ESI/PF/Service tax etc.
 - iv) The tenderer shall be Income Tax assessee and shall submit the Audited Balance Sheet for the last three years.
 - v) The tenderer should submit documentary evidence on financial and material/equipment resources for execution of the above works.
 - vi) Latest certificate of solvency i.e 30% for an amount equal to each Schedule quoted for from Public sector/Scheduled Bank has to be

submitted. However, in case the bids are submitted for all schedules the solvency shall be equivalent to 30% of the total estimated cost.

3. **The bidder can quote either for two or all three schedules. The bid for one schedule will not be accepted. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.**
4. With regard to schedule-3, the tenderer may submit the bid only for manning, operation and maintenance in NW-3. In case it is decided to shift the dredger to NW-2, the expenditure for shifting i.e dismantling, transportation, assembly & commissioning shall be borne by IWAI under separate terms and conditions. The shifting may be done either by tenderer if desires or any other experienced agency. Other term & conditions & rates for operating in NW-2 shall remain unaltered.
5. *The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 15.30 hours on 10.10.2013 and will be opened online on same day at 16.00 hours.*
6. **The pre-bid meeting will be held on 25.09.2013 at 15:00 hrs.**
7. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Chief Engineer (P&M)

IWAI, Noida

FORM OF TENDER

To,

Chief Engineer (P&M)
Inland Waterways Authority of India,
A-13, Sector -1,
NOIDA,
Gautam Budh Nagar,
UP-201304

Dear Sir,

We (M/s ----- of -----)
having read and fully understood the specification, conditions of tender and general conditions of contract hereby tender to man, operate, repair and maintain Amphibian Dredgers, (Watermaster classic-IV) of IWAI in accordance with and so forth in Notice Inviting Tender, General Conditions of Contract.

The tenders have been submitted in **Cover-I** and **Cover-II** as stipulated in your Tender Notice.

We hereby agree that the said specification, conditions of tender and general Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Authority shall constitute the contract.

We have deposited with the Chief Engineer (P&M) IWAI, NOIDA an amount of Rs. ----- (in words) vide DD No. ----- of ----- Bank dated ----- as Earnest Money for the tender.

Should Authority ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the Authority may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for the decision.

(Duly Authorised to sign the tender on behalf
of the contractor)

Witness _____

Name _____

Signature _____

Designation _____

Name _____

Name of Company _____

(IN BLOCK LETTER)

Date _____

Note: All blank spaces to be filled in by the tenderer and submitted along with tender.

INFORMATION AND INSTRUCTION TO TENDERERS FOR SUBMISSION OF THE BIDS

1. Submission of Tenders: Tenders/bids including all covering letters and information included in the bid should be submitted online in two covers systems *viz. Envelope-1 and Envelope-2 and both of these covers should be placed online in website <https://eprocure.gov.in/eprocure/app>* as the following terms and condition:-

(a) Cover –I:

This cover should contain a confirmation of the tenderers for acceptance of terms and conditions contained herein, any deviation from terms and conditions quoting the specific clause as well as the reason for deviation, a full synopsis of their ability and experience in carrying out dredging in rivers or similar operation or contract management of dredgers for last 3 years, minimum lead time required to mobilize the resources and latest audited balance sheets and the annual reports of the company to be submitted. This cover should also contain a blank price bid format indicating the tenderers acceptance of the price bid format and nature of any additional change tenderers wish to include.

(b) Cover-II: Price Bid.

This cover will be opened only after the bid as submitted under Cover-I is technically qualified i.e. when IWAI is satisfied with contents of **Cover-I** as well as the qualification and experience of the tenderer. This cover will contain price bid in the specified format, all blank space dully filled in, and signed by the tenderer under the common seal of the company.

Price Bid in excel format (BoQ_XXXXX) provided along with this tender shall be used for quoting prices/offer.

(c) Earnest money deposit shall be included in Cover-I separately for each schedule quoted for, without which no tender will be evaluated. EMD will be refunded to the unsuccessful tenderers without interest as soon as possible after award of contract.

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

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

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

(c) If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

3. EMD: Earnest money deposit as specified for each schedule for the indicated stretches must accompany the tender. The tenderer who wishes to participate in more than one schedule (i.e. stretch) will have to submit the EMD for each schedule separately. In case of all schedules, solvency shall be 30% for total estimates cost. This deposit shall be in favor of IWAI FUND in the shape of demand draft or Bank Guarantee for Schedule A,B and C on any Nationalized Bank or Scheduled Bank of India payable at Noida/New Delhi.

- (a) The earnest Money Deposit shall be refunded to the unsuccessful tenderer.
 - (b) Interest shall not be paid on Earnest Money Deposit.
 - (c) In the case of successful tenderer, the E.M.D shall be forfeited on the following grounds:
 - (i) If the tenderer fails to sign the contract in accordance with clause 3 of conditions of contract on receipt of award of work
- OR
- (ii) If the tenderer fails to furnish the security deposit in accordance with conditions of contract.

4. The tenderer shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tender or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.

5. The firm/Agency quote is required to only for two schedules or all three. The bid with one schedule will not be accepted. Accordingly it is necessary to submit separately the required EMD for each schedule and also for the purpose of qualifying indicate that at least one or more similar work Specified in NIT has been carried out satisfactorily during the last three years for the combined value of the schedules quoted for. The original tender document duly signed in every page by authorized signatory shall be returned with the offer.

6. **EACH BIDDER MUST SUBMIT:**

(a) An affidavit on a stamp paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects, and failure to submit the document as specified shall make the bid non- responsive.

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

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

7. BANNED OR DELISTED FIRMS:

The firm shall give a declaration that they have not been banned or de-listed by any govt. or quasi Govt. agency or public Sector Undertaking

If a firm has been banned by any Govt. or quasi Govt. Agency or PSU, this fact must be clearly stated and it may not be a cause of disqualifying the firm. If the declaration is not given, the bids shall be rejected as non-responsive.

8. SUFFICIENCY OF TENDER:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its maintenance during execution of work.

9. VALIDITY OF THE BIDS:

The tenderer shall quote the rates for various categories of personnel, POL and maintenance of dredgers in the prescribed schedules enclosed herewith. The rates quoted shall be firm and thus the bids shall be kept valid for consideration for at least 120 days from the date of closing of the tender.

10. OPENING OF TENDER

The Tender Evaluation Committee (TEC) shall open the tenders/bids online in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. They can also see the opening of bids online on the remote end. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Bid openers shall record their observations of opened tenders and submit the same to TEC]. Such a list shall then be binding on the absentee tenderer.

11. INSTRUCTION TO THE CONTRACTORS/BIDDERS FOR THE e.SUBMISSION

Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the eProcurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enroll Here" on the home

- page. Portal.Enrollment is free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
 - 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
 - 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
 - 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
 - 7) After downloading / getting the tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked.
 - 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
 - 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
 - 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
 - 11) From the my favourites folder, he selects the tender to view all the details indicated.
 - 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
 - 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
 - 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
 - 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16) Bidder should submit the TFee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the TFEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

- 27) *All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.*
- 28) *Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.*
- 29) *The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.*
- 30) *The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.*
- 31) *Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.*
- 32) *Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.*

CONDITION OF THE CONTRACT FOR CONTRACT MANAGEMENT (i.e. MANNING, OPERATION, REPAIR & MAINTENANCE) OF AMPHIBIAN DREDGERS IN NW-1 & 3.

1. INTRODUCTION

Inland Waterways Authority of India owns & operates three numbers amphibian dredgers of Water master classic-IV having different attachments such as Cutter Suction Dredging, backhoe, bucket, rack, pile/pole bucket, hydraulic hammer etc. for development, maintenance and management of the National Waterways for the purpose of shipping and safe navigation. These dredgers built & supplied by M/s Aquamec Ltd. Finland are at present deployed at Farakka on NW-1 and Kollam on NW-3. In order to meet the existing shortage of skilled/semi-skilled manpower for operation and maintenance of above mentioned dredgers, it is proposed to outsource the personnel for manning, operation and maintenance including running repair for 3 nos. dredgers for effectively carrying out various activities. Outsourcing of manpower is proposed to be done from reputed, experienced and resourceful firms, companies, dredger manufacturer, suppliers and dredger operators for such dredgers. The contract shall initially be for a period of 3 years and extendable on year to year basis depending on the performance for another 2 years

2. SIGNING OF CONTRACT:

The successful tenderer shall be required to execute a contract agreement with Inland Waterways Authority of India (IWAI), in the format enclosed as “Agreement Format”.

3. CONTRACT DOCUMENTS:

3.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be English and designated as the ‘Ruling Language’.

3.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.

3.3 One copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.

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

4. DURATION OF THE CONTRACT:

Manning Operation & Maintenance of Vessels in NW-1, NW-2 & NW-3

This contract is for a period of three years and extendable on yearly basis up to a total period of five years. The contract will come into force from the day of signing of agreement.

5. CONTRACT PRICE:-

Subject to any deduction and addition authorized by and to the other provisions of this contract, Authority shall pay to the contractor for the wages of the man power deployed on each dredger, operational expenditure towards POL, minor repair & maintenance and insurance coverage on actual bases against the bill certified by EIC as per the contract provision and as performed by the contractors.

6. SERVICE TAX:

The tenderer while quoting for the rate based on the above, may quote the service tax as applicable separately and the service tax shall be reimbursed on production of the original receipt/documents on the submission of the same by the contractor.

7. DEFINITIONS:

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

- (a) Contract: means the document forming the tender acceptance thereof and the formal agreement executed between the Inland Waterways Authority of India and the firm together-with documents referred to therein.
- (b) Contract sum: means the amount arrived at by multiplying the numbers shown in the schedule of quantities with the respective category rates as allowed.
- (c) Contractor: means the successful tenderer who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (d) Authority: means the Inland Waterways Authority of India. (IWAI) having its office at A-13, Sector-1, Noida (U.P.) and includes therein legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid-night.
- (f) Chairman: means Chairman of Inland Waterways Authority of India.
- (g) Engineer-In-Charge: means the Officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of and/or the Engineering Officer appointed by IWAI or its duly authorized representative to direct, supervise and be In-charge of the works for the purpose of this contract.

- (h) Chief Engineer (P&M): means the Chief Engineer (Project & Marine) of the Authority as the case may be.
- (i) Director: means the Director of the Authority, as the case may be.
- (j) Deputy Director: means the Deputy Director of the Authority as the case may be.
- (k) Assistant Director: means the Asst. Director of the Authority as the case may be.
- (l) Work Order: means a letter from the Engineer-in-charge conveying the acceptance of tender/offer subject to such reservation as may have been stated therein.
- (m) Month: means the Calendar month.
- (n) Vessel: means the vessel/craft/dredger belonging to the Authority for which manning, operation & maintenance is to be provided.
- (o) Week: means seven consecutive calendar days.
- (p) Work/works: means work/works to be executed in accordance with the contract.

8. INTERPRETATIONS:

8.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

8.2 Heading and marginal notes in these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

9. SECURITY DEPOSIT (SD) FOR PERFORMANCE:

9.1. The tenderer will be required to furnish Performance Security for the due fulfillment of the contract for an amount of 5% of the contract value before signing of the agreement. The balance 5% S.D shall be deducted subsequently from each bill @ 10% of total bill amount. The Security amount of 5% before signing of the agreement will be accepted in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India, in favour of Inland Waterways Authority of India, Fund, payable at NOIDA/New Delhi or in the shape of Bank guarantee if the amount is more than Rs. 5/- lakh. The EMD amount will be converted to Security Deposit may also be adjusted against the Security Deposit. In the event of converting the EMD to security deposit the balance amount of 5% of SD is to be deposited in the form of DD only.

9.2 The Bank Guarantee for the Performance Security if submitted may be initially for a period of three years which is to be extended by the contractors in case of extension on yearly basis. The BG for Performance Security will be kept valid for 90 days beyond the contract period. The Engineer-in-Charge shall have the right to get the Bank Guarantee extended through the contractor till such time, the contractual obligations are fulfilled. In case the contractor fails to commence the operation after

handing over of the dredgers to him or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its own discretion invoke Performance Security Bank Guarantee.

9.3 The Performance Security Deposit collected from the contractor will be returned only after satisfactory completion of the work. The Security amount in the form of DD or BG shall be deposited within 15 days of award of work. No interest will be paid on security deposit or EMD.

9.4 If the contractor having been called upon by the Chairman to furnish the security deposits fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Chairman to take necessary action as following in case any breach of the terms & condition of the contracts or non-performance of the contract:

- i) To forfeit either in whole or in part of the security deposit.
- Or
- ii) To recover the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Authority.
- Or
- iii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work at the risk and cost of the contractor.

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

9.6 However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form from Engineer-in-charge, the security deposit shall be refunded to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

9.7 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures for rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

9.8 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest

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

10. REFUND OF SECURITY DEPOSIT:

The security deposit less any amount due shall, on demand, be returned to the contractor or on payment of the amount of the final bill payable in accordance with clause 22, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

11. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:

11.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works performed by various categories of personnel deployed on board the dredgers.

11.2 The performance of the dredgers are also to be monitored along with fuel consumption. The repair and maintenance work carried out by the contractor shall also be supervised & monitored by EIC or his representative. The general up keep and maintenance of the machineries are also to be inspected to ensure as per the requirement.

11.3 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.

11.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

12. ASSIGNMENTS AND SUB-LETTING:

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be subject, to name of the sub-contractor thereof together with his past experience in the said work/trade and the letter of the proposed sub-contract. Nevertheless any such approval or authorization by the

Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor.

13. FACILITIES TO OTHER CONTRACTORS:

The contractor shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts for personnel and personnel of any other agency properly authorized by Authority or statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

14. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

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

15. TERMINATION OF CONTRACT:

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

16. CHANGE IN CONSTITUTION:

Where the contractor is partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 15. Hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause - 16.

17. CONTRACTORS SUPERVISION:

17.1 The contractor shall either himself supervise the performance of various personnel or shall appoint at his own expense a person/persons as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works.

17.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

18. LAWS GOVERNING THE CONTRACT:

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

19. LABOUR:

19.1 The contractor should obtain valid license under contract labour Act 1970, immediately after receiving the work order.

19.2(a) The contractor shall provide personnel in required numbers for operation and maintenance of dredgers to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age, the minimum age specified in Indian Labour Law.

(b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

(c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

19.3 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by categories of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

(i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.

19.4 The Contractor shall pay to personnel employed by him, wages not less than wages as defined in Contract personnel (Regulation and Abolition) Act 1970 with General Rules framed there under and amendments made from time to time.

19.5 The Contractor shall in respect of personnel employed by him comply with or cause to be complied with the contract labor (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.

19.6 The Contractor shall comply with the provision of all the Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works. Such as:

- i) Payment of wages Act.1936 (Amended)
- ii) Minimum wages Act. 1948 (Amended)
- iii) The Contract Labor (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act. 1923 as amended by Amended Act No. 65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) The Industrial Employment (Standing orders) Act.1946 (Amended).
- vii) The Industrial Disputes Act. 1947 (Amended)
- viii) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his

- quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- (x) and all other applicable laws of the land.

19.7 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all personnel employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of personnel employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

19.8 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labor (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.

19.9 Notwithstanding the fact that the property in the dredger and/or vessel has been handed over to the contractor by IWAI when the possession of the same was given to the contractor, the contractor alone shall be responsible and liable to meet and comply with all labor laws as may be applicable from time to time. The contractor shall ensure that all work force/staff employed by the contractor for the purposes of carrying out its obligations under this agreement shall at all-time remain employees/work force of the contractor and shall not claim to be employees of IWAI or be entitled to seek any benefits of employment from IWAI.

The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-20 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-20 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 20 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Clause 20 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

19.10 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labor (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 20.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

19.11 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labor in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed their under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the contractor.

19.12 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.

19.13 In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all-time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

19.14 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

20. PAYMENT ON ACCOUNT:

20.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the attendance recorded in the attendance register, the POL consumed as per the specified norms, the minimum dredging quantity to be achieved etc.

20.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

20.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 15 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.

20.4 Payments due to the contractor shall be made by crossed cheque or RTGS mode by the Engineer-in-Charge or his authorized representative. The option for payment through RTGS mode shall be as per request of the contractor on production of format/declaration as per CVC guidelines. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorized to receive such payments from the Engineer-in-Charge.

20.5 Any interim certificate given relating to work done may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work to which it relates are in accordance with the same.

20.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.

20.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

21. OVER PAYMENTS AND UNDER PAYMENTS:

21.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.

21.2 The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Clause 23 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

21.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any or all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.

21.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.

21.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the Clause 23 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

22. ARBITRATION:

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

- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference. The moment a notice of Arbitration is served by either party upon the other, the property in dredger and/or vessel shall automatically vest immediately and at that very moment upon IWAI.

- (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen(15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairperson, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
- (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairperson, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

22.2 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 Chairperson 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.

22.3 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.

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

22.5 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000 and above.

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

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

22.8 The Venue of the arbitration proceeding shall be at Noida/New Delhi. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their dispute whatsoever, arising out of this agreement except through arbitration.

23. TECHNICAL DETAILS AND SPECIFICATION OF THE DREDGERS:

23.1 Technical detail:- The main dimension and particular of the dredgers are as follows:

(i) Main Dimension

Length including boom =15.0m

Width =3.5m

- Depth =1.0m
 Draft =0.60m
 Max. Depth of cutting below water level with cutter=5.0m
 Depth of the spud below water level while working =4.5m
- (ii) Other particulars
 Main engine-Catter Pillars model C-71 of 168 Kilowatt (225 HP)
 Stabilizers 2 nos
 Propulsion through Hydraulic motor driver propeller having maximum speed of 4 knot= 2nos
 Dredging Capacity with Cutter Suction 500cub m of mixtures (approx 80cub m of solids)
- (iii) **Attachment**
 Spray Pipe/Nozzles-Capable of discharging spoil upto 25m=1 no
 Service Crane=1 No.
 Cutter with Suction Pump= 1 No
 Rake for removal of soil with roots and vegetation =1 No
 Bucket for excavation of 700 Ltrs=1 No
 Bucket for excavations of 500 Ltrs= 1 No
 Pole Erecting Bucket= 1 No
 Clam Shell Bucket =1 No
 Hydraulic Hammer= 1 No
 Dredge Pipeline of 225 mm dia of both floating and shore .
- The dredger is capable of backhoe dredging, Cutter Suction dredging, pile driving, removal of vegetation with roots, breaking of hard material and removal etc.

23.2 Scope of work

To man, maintain & operate Amphibian dredger:

Amphibian dredger shall be used for dredging in National Waterway No. 1 & 3 or any other NW's.

The contractor has to man, operate and maintain the Amphibian dredgers as per direction of authorized officer of IWAI. Contractors will be responsible for general up keep, maintenance, running & major repairs works and maintenance of the required survey/fitness certificate of the dredgers from the statutory Authority. The contractor is required to deploy the dredgers for carrying out the dredging work, excavation, removal of hard strata and other duties as above and give minimum dredging/guaranteed output as specified in Clause-25. Accordingly all steps/measures are to be taken by the contractor to make the dredgers suitable for dredging operation.

The details of Amphibian dredger to be deployed in different stretches are indicated below. IWAI reserves the right to change any particular Dredger among different stretches of the waterway.

Schedule A AD Falgu to be deployed in stretch Allahabad-Patna-Farakka-Haldia of National Waterway No.1

Schedule B **AD Manimala & AD Narmada to be deployed In Kollam – Kottppuram along with Champakara & Udyogmandal Canals of National Waterway No.3. After one year one of the dredger may be shifted to NW-2 for operation.**

Schedule C **Manning, operation, repair & maintenance with AD Narmada. The dredger may be shifted within the contract period to NW-2 (i.e River Brahmaputra for operation).**

24. MINIMUM HOURS FOR DREDGING OPERATION & OTHER ACTIVITIES TO BE GUARANTEED :

The tenderer is required to deploy the dredger effectively at the dredging site indicated by the Engineer's representative in the shortest possible period which should not be less than 10 km if the location of the dredger is required to be changed. In case the dredger is shifted more than 10 KM from the existing site to another site for her deployment, the necessary assistance of the tug for towing of dredger shall be arranged by the contractor at his own cost with prior approval of EIC so that expenditure incurred in this regard may be reimbursed on submission of the bill.

The minimum dredging hrs during lean season for a period of one month comprising of 20 working days through cutter suction attachment should be at least 120 hrs. & 100 hrs. in case of AD Manimala, AD Narmada & AD Falgu respectively. However, during monsoon period dredging hrs for a period of one month shall be 20 hrs. for all dredgers. In the case of other attachment the minimum hours of working shall be ensured atleast 100 hrs in a month during lean period.

The total output for one dredger per year in NW-1 & 3 shall be 30,000 cub mt for the effective dredging days through Cutter Suction arrangement. In case of the use of hammer for removal of hard strata, the minimum output in terms of dredging quantity should be 12000 cubmt or advancement of 500mt. If the dredger is deployed with other attachment, the dredger may be made available for operation atleast 4hrs per day. In case the dredgers cannot be deployed for various reasons the output may be decided on prorata basis

25. DIPOSAL OF DREDGED MATERIAL:

The contractor in consultation with EIC shall identify and arrange for adequate places for disposal of dredge spoil silt, sand and clay and other such material which is a consequence of dredging operation carried out by the dredger handed over to the contractor pursuant to this agreement. The contractor understands and hereby undertakes to enter into discussions with third parties such as farmers, fisherman etc. for arranging adequate space for the disposal of dredging material. In case of any dispute, IWAI may facilitate the discussion and also take appropriate action with the contractor for amicable settlement. The contractor further understands that the contractor shall not have any claim whatsoever as against IWAI on account of non-availability of space for disposal of dredging material, delay or disputes, differences with such third parties such as landowners, farmers, fishermen etc. where such disputes

or differences arise out of or are in relation to contractors obligation of disposal of dredged material.

26. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

26.1 MANNING – The contractor has to ensure for operating the dredger by qualified/trained, competent certificate holders, personnel with adequate experience in the relevant fields i.e the operation and maintenance of amphibian dredger or similar equipment. Dredge Control Operator (DCO)/Driver-I class and assistants to DCO shall be as far as feasible in accordance to the statutory requirement of Inland Vessels Act, 1917 (1 of 1917) and nature of work. The dispensation to the DCO without having Competency Certificate as driver-1st class as per the statutory provision may be considered if he has the requisite experience and training for operation and maintenance of amphibian dredgers. The trained & experienced personnel for operation of the dredger with different attachments may also be deployed who may be able to discharge the duty of assistant to DCO. These personnel's should also have the knowledge for the servicing, repair & maintenance of the dredger. The Project Manager shall be overall in-charge of the dredging unit for its operation, maintenance and running repairs. He shall carry out the dredging operation as per the directives of the Engineer-In-charge (E-I-C) or his representative and submit the progress of the work on regular basis to Authority.

Operating Personnel: Dredgers are to be manned for operation with the crew and personnel as given in the bid schedules.

The bidder has to supply the total requirement of personnel of different categories indicated in a particular schedule. No part supply of manpower is acceptable. The bid will be technically disqualified if it does not cover all categories of personnel for a schedule.

Further, after finalization of the contract if the contractor fails to supply any category of personnel, the contract shall be liable to be terminated by giving ten days' notice.

The contractor should maintain adequate number of crew as reserve in their pay roll so that weekly off, Gazetted holidays and other leaves and exigencies can be accommodated by the Contractor.

All the Crew particularly Master, (if deployed) and Driver shall have valid certificates of competency issued by the Statutory Body, such as: State IWT Directorate, State Maritime Board and MMD as the case may be. The NINI trained Greasers, Lascars, or with adequate experience of minimum five years from reputed operators may also be deployed as assistants to DCO. **Fresh candidates without any training and experience should not be supplied as they will not be acceptable to IWAI. The contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.**

When the dredger is berthed or moored the safety of the dredger is also to be ensured by the Crew.

The Dredge Control Operator/Dredge Operator/Project Manager who is the overall in-charge of the dredging unit will also be responsible to act as a Liaison Officer for interacting/communicating between IWAI Engineer In-charge/Engineer's representative and any other Supervisor or Officer connected with the Dredging activity in the respective stretches. The Dredge Control Operator shall have independent means of communication (mobile/fax/telephone facility) to enable to be contacted even during emergency situation.

The Crew member shall be in uniform while on duty. Food & other facilities as per Labour and Marine Law for the Crew shall be arranged by the Contractor.

The contractual charges are inclusive of all the expenses connected to manning and other contractual obligations.

26.2 STATUS OF ENGAGEMENT:

The engagement of personnel on contract should be done on purely temporary basis. The individual should not have any claim for absorption in IWAI on a regular basis for having been engaged for a specific period. To ensure such action the contractor should enter into an agreement with every individual to the effect that they will not have any claim for absorption on a regular basis irrespective of duration of engagement. Copy of the agreement has to be made available by the contractor to IWAI while engaging a person for fulfillment of the contractual obligation.

26.3 TRAINING TO GENERAL PURPOSE RATING OF NINI AS APPRENTICES:

The contractor is to provide required apprenticeship training to the General Purpose ratings passed out of NINI and posted on board the dredgers and workboats by IWAI. While the necessary stipend shall be paid and monitoring shall be made by NINI, the Contractor may ensure effective on-board training to the candidates under the guidance and supervision of NINI.

27. MINIMUM CONSOLIDATED EMOLUMENTS INCLUDING STATUTORY ALLOWANCES:

The tenderer has to ensure that the wages as per minimum wages Act. and as prevailing in the marine sector depending on their qualification, competency etc all the statutory allowances such as PF, ESI, Bonus, Group Insurance are to be provided to each crew as prevailing and accordingly tenderer has to ensure opening of their accounts and depositing the same to the concerned organization as per the procedure in this regard.

The tenderer while submitting the bid has to disclose the monthly minimum and consolidated wages as well as the statutory allowances that are to be paid to each category of personnel along with his percentage of profit and overhead and administrative expenditure. Once declared/disclosed same is to be maintained with the provision for showing the valid documentary evidence as and when demanded by E.I.C. Hence effort to be made for payments to the

personnel through scheduled/commercial bank accounts having valid bank account number.

28. HANDING OVER OF DREDGER:

28.1 Handing Over & Taking Over Note:

The Amphibian dredgers will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the dredgers and their parts & fittings till such time when the dredgers are handed back to IWAI. IWAI's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility. One detail handing over and taking over note of the dredgers is to be prepared and signed by the tenderer and EIC. The handing over and taking over note shall include the machinery details fitted on board, condition of hull, inventory including deck outfit, tools and spare parts. On expiry of the contract period or termination or otherwise, the dredgers shall be returned to IWAI as per the handing over and taking over note except the consumables which have been consumed over the contract period. The condition of the hull and machinery are to be checked and ensured that no substantial damages have been sustained while returning the vessels to IWAI. In case of substantial damage to the hull, machineries & disparity on the equipment, inventory etc. is observed, the compensation for the same to be deducted from the pending bill or security deposit.

Notwithstanding anything contained in the tender documents including this agreement, the contractor shall not remove the dredgers from the site specified by IWAI without prior written approval of Authorized Officer of IWAI. All movements of dredgers that the contractor proposes shall be with the prior notice to and after obtaining prior written consent of IWAI.

28.2 General Upkeep & Maintenance:

General upkeep, maintenance of the dredgers will be contractor's responsibility. This includes normal routine maintenance and cleanliness of the dredgers, proper mooring and berthing, minor repair work so as to keep the dredgers ready and fit for operation. The nature of repairs will be assessed as minor or major depending on the criteria fixed for that purpose. EIC or his representative may inspect the dredgers without any prior notice in this regard. Accordingly, the log book/ repair & maintenance of dredgers etc. shall have to be maintained as per marine practice/ guide line and statutory requirement such as:-

- (1) Maintenance of log book:- The log book of dredgers are to be in the name of owner i.e IWAI along with the name of contractor.
- (2) Log book must have the details for each day with regard to opening balance of fuel/ lubricating oil/ grease etc. receiving of fuel/ lubricating oil/ grease etc., consumption of fuel/ lubricating oil/ grease etc. for individual engine/machineries, cumulative total consumption of fuel / lubricating oil/ grease etc. and closing balance of fuel/ lubricating oil/ grease etc.
- (3) Starting/ stopping hrs. of individual engine/ machinery, total running hrs. of individual engine/ machinery . Break down hrs., idle hrs./ stand by hrs.
- (4) Opening and closing of the sounding for fuel/ lubricating oil.

- (5) Detail of sick/ leave/ absent of officers/ crews of vessels/ dredgers/ boats.
- (6) Weather condition.
- (7) Details of the major/ minor repair works as well as maintenance works carried out for each dredger also to be recorded in the log book on completion of each repair/ maintenance work.
- (8) Repair and maintenance of dredger, must be attended as per marine practice/ guidelines/statutory requirement and maintenance schedule of the manufacturer of machineries, equipment etc. Separately, a maintenance schedule for the machineries of each dredger to be prepared and maintained and made available for inspection to EIC or his representative. One separate case history for each dredger on the repair & maintenance works as carried out must also be prepared and maintained from the date of taking over of the dredger.
- (9) The inventory list for all the deck & Engine items, spares, stores, accommodation including galley etc. to be prepared and maintained along with necessary updating at regular interval after necessary inspection and validation by the EIC or his representative.
- (10) The fuel and lub. Oil during the bunkering shall be tested from the approved test laboratory or from oil supplying companies with regard to quality, type, viscosity, density etc. and same to be attached with the running charges bill for payment.

29. REPAIR & MAINTENANCE:

All repairs including replacement of spare parts whose aggregate cost do not exceed Rs.30, 000 per month per dredger shall be deemed as minor repairs. However where cost of a single item to be replaced exceed Rs.30,000/- then that shall not be considered as a minor repairs. The log book, or case history in this regard to be maintained and same shall be verified by EIC or his representative.

The cost of statutory and dry docking and periodical repair will be reimbursed by IWAI provided such repairs are carried out with prior permission and sanction to the estimate from the authorized officer within duration of lay off approved by him.

30. CONSUMABLES AND STORES:

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, distilled water, consumable spare etc. will have to be provided by the contractor as details are below:-

- (i) HSD Filter Elements- As per Caterpillar'S schedule (for every 250 Engine hours)
- (ii) Lub. Oil Filter Elements- As per Caterpillar'S schedule (for every 250 Engine hours)
- (iii) Engine Lub. Oil - As per Caterpillar'S schedule (App. 30 Lits. For every 250 hrs.).
- (iv) Air Filter Elements- As per Caterpillar'S schedule (for every 1500 Engine hrs. or depending on the dusty situation, every 250 Engine hours or as per requirement)

- (v) Coolant oil for Radiator- As per Caterpillar'S schedule or as per requirement.
- (vi) Hydraulic oil- As per Aquamec's schedule (300 Lts. For every 4000 hours or as required.)
- (vii) Water resistant Grease- As per Aquamec's schedule (appx. 3.0 gm. or cc or ml per minute will be pumped by auto greaser pumping unit into the system)
- (viii) One complete set of Hydraulic UP hoses or as required.
- (ix) One complete set of Hydraulic cylinder seals or as required.
- (x) One complete set of Hydraulic motor seals for cutter pump, propeller and Hydraulic pumps or as required.
- (xi) Complete set of wear parts for Dredge pump.
- (xii) One Complete set of Electrical and Electronic spare for hydraulically operated solenoids.
- (xiii) One Complete set of" O" rings, bushes, Teflon tape, washer and other washer as shall be required for hydraulic components.
- (xiv) Wear bushes and pins for all the Knuckle joints of the excavator.
- (xv) Wear bushes and pins for all the swing joints of the excavator and hydraulic cylinders.
- (xvi) Bushes and seals etc. for the propulsion unit.
- (xvii) Complete set of Engine gaskets and "O" rings (Top overhauling kit) etc. as shall be required for top overhauling.
- (xviii) Wear parts for hydraulic hammer.
- (xix) All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, cotton waste, soap, distilled water etc. as shall be required for proper maintenance.
- (xx) Supply and painting of dredger above water level to all area including engine room, bilge, wheel house etc. time to time to avoid the rusting.
- (xxi) All types of belts, seals and other consumable etc. as shall be required for interruption free running of the dredger have to be provided by the contractor.
- (xxii) Except the above items, any other consumable items as shall be required for interruption free running of the dredgers shall be provided by the contractor.

31. FUEL AND LUBRICANTS:

Fuel (HSD) and lubricants for Main Engine, Auxiliary Engine, Generator Engine, Gear Box, Hydraulic Oil etc. shall be arranged to be taken/stored on board at regular intervals by the contractor. The replenishments shall be so arranged that it does not affect the normal operation of the dredgers. Only the appropriate grade/quality of fuel and lubricants shall be used. All costs of fuel, lubricants and consumables are to be borne by the contractor. IWAI at its discretion may send the sample of POL for testing. All costs of POL, consumable and laboratory fees for POL testing are to be borne by the contractor. The log book and details of POL supplied, etc. are to be maintained for verification. One separate statement (preferably computerized) shall be submitted every month on the details of POL supplied, consumed, balance along with other details on repair and maintenance.

32. PRICE VARIATION OF POL:

The price variation on account of POL will be applicable as follows:

The contract price will be subjected to adjustment of variation of prices of High Speed Diesel (HSD) Oil only. The adjustment will be made according to the formula given below :

$$A = (P-P_o) \times \text{Actual Consumption in liters during the period of billing.}$$

Where,

- i) A = Amount payable for price variation during the period under consideration.
- ii) P_o = Price of HSD at the time of opening of tender.
- iii) P = Price of HSD for the period under consideration.

The payment on account of variation in the price of HSD only shall be made to the contractor based on the price of HSD purchased during the period of a month for which the proof of payment will have to be furnished and the difference from the original HSD price at the time of the opening of tender and the actual consumption of HSD during the period of billing shall be taken into account.

33. OPERATIONAL CONTROL OF THE DREDGERS:

The dredgers shall be under the operational control of Director, IWAI, Kolkata/Patna & Kochi in NW-1 & 3 respectively and contractor shall be bound to carry out all legal and feasible operation ordered by the concerned field Director of IWAI or his authorized officer.

The dredgers may have to ply in the river and estuary at any time during day or night within the permissible plying limits.

The dredgers shall be made ready for operation within 1 hour of receiving appropriate order from the authorized officer.

34. OPERATIONAL MODE AND CHARGES:

Normal operating Hours for the dredgers shall be from 06.00 hrs. to 18.00 hrs. of the day. The operational period for calculation of charges due to the contractor and other purposes will be counted as follows in three modes.

A) IN OPERATION MODE: The dredgers shall be deemed to be in operation from the point of time the main engines are started till such time the main engines are stopped.

B) ON STAND BY MODE: The dredgers shall be deemed to be on standby if the dredging unit is made available to the authorized officer fully ready & fit for operation with sufficient Crew, fuel and stores on board whereby the officer can order the master to commence operation at 1 hour notice.

C) IDLE TIME: When the contractor is unable to make available the vessel on 'standby' mode for at least twelve hours in a day then the vessel shall be deemed to be idle for that day.

D) OVER TIME PAYMENT:- In case the dredger is operated on holidays, payment shall be payable as per rates applicable to crew of IWAI for actual hours of extra duty performed as indicated below:-

1. For all category on holiday @ Rs 21.15/- hrs. and max. 8 hrs. in a day.
2. The total O T A is admissible for maximum 40 hrs. in a month

35. ACCRUE OF CHARGE:

The charges shall accrue to the contractor at the rates quoted by him & accepted by IWAI in the following manner.

- A) DAILY CHARGE** This charge shall be paid for every day the dredger is on 'standby' mode described above.
- B) HOURLY RATE:** The rate shall be paid over and above the daily rate for the period in which dredger is in 'operation' mode.
- C) No payment shall be paid for the day if the dredger is in idle mode on account of breakdown & non-availability of requisite crew. Payment shall also be not paid for the corresponding crew who remain absent.**

36. PENALTIES AGAINST MINIMUM OUTPUT:

The, penalties on account of non-achievement of minimum dredging output of 30, 000 cu.m through cutter suction attachment in NW-1 & NW-3 for the prescribed effective hrs. for each dredger as in clause no. 24 is given in a tabular format below.

SI.NO	Min. Targeted Output(Cu.m)	Achieved Output(cu.m)	Penalty
1.	30,000	30,000	Nil
2.	30,000	28,000	2%
3.	30000	26,000	4%
4.	30,000	24,000	6%
5.	30,000	22,000	8%
6.	30,000	20,000	10%

NW-3 (with attachment of hammering and excavation)

SI.N O.	Min. Targeted Output(Cu.m)	Achieved Output(cu. m)	Penalty
1.	12,000	12,000	Nil
2.	12,000	10,000	2%
3.	12,000	8,000	4%
4.	12,000	6,000	6%
5.	12,000	4,000	8%
6.	12,000	2,000	10%

37. CERTIFICATES, INSURANCE & SURVEY:

The contractor shall be responsible for obtaining valid statutory or any other certificates in accordance to the I.V. Act of 1917 or similar Act as necessary for plying the vessel within the limits prescribed.

If for this the dredgers are to be Surveyed/Inspected by the concerned statutory authorities and repaired as recommended. All the Survey expenses for this purpose shall be borne by the contractor. The annual Survey certificates as available with IWAI will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid, updated as and when required. EIC or his representative shall have the access for verification of the certificates from time to time.

38. INSURANCE:

For the purpose of insurance, the cost of the dredger is to be taken as indicated below:

The insurance has to be done by the contractor in the following manner.

- (a) The dredger including hull and machinery.
- (b) Comprehensive insurance.
- (c) Insurance for the Crew deployed by the Contractor.

The documentary proof of all the above three insurances will have to be submitted to IWAI by the Contractor prior to commencement of operation.

IWAI shall be the beneficiary of the first two policies (a) & (b) and shall reimburse the cost of yearly premium on production of original receipt/document and submission of the same by the contractor.

The third insurance i.e. for the Crew of the dredgers shall be entirely the contractor's responsibility and the cost of the premium will have to be borne by the contractor. The cost is not to be quoted separately in the Price Bid.

39. LAW OF THE LAND:

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the Contractor at his own cost. IWAI shall be at liberty to deduct appropriate amount from the bills of the contractor in case the contractor fails to comply with the relevant rules, and regulations and the consequential damages which may have to be suffered by IWAI.

40. PAYMENT:

The payment will be made on monthly basis. The bill/invoice in this regard are to be submitted for a month within 8th day of the next month along with the log book extract and bills of major repair if any duly certified by the authorized officer, the proof of the payment of emoluments as agreed from month to month basis. All the authentic and correct bills will be paid within 15 days from the date of submission. The billing shall be made by calculating the operation cost by taking the hourly rates and operating hours of the engines as entered in the log book and manning cost shall be based on rates quoted for each category of personnel present on board the vessel as per Attendance Register.

41. OWNERSHIP:

Handing over of the dredgers for operation & maintenance does not imply any transfer of ownership. IWAI will remain the rightful owner of the dredgers in all respects.

In case of any damage to any of IWAI's assets including the dredgers due to improper handling/mishandling of the dredging units by the contractor or his crew, then the same shall be repaired/renewed to pre-damage status by the contractor forthwith. In case such damages are not repaired/renewed by the contractor then concerned field Director or EIC shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.

42. FORE CLOSURE OF THE CONTRACT:

IWAI reserve the right to terminate the contract any time before expiry by issue of one month's written notice to the contractor. For such foreclosure no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be deducted from the performance security and from any balance amount payable to the contractor from this contract or any other contract.

43. ESCALATION OF THE CONTRACT PRICE:

Escalation of 10% per annum during the period of contract shall be applicable for the wages of the floating staff/man power, operational expenditure including minor repair & maintenance and consumables.

44. PAYMENT TERMS DURING MAJOR REPAIR AND DRY DOCKING:

The major repair work and statutory repairs such as annual and dry docking shall be carried out by the contractor with prior approval to the estimate of EIC. During the repair work EIC or his representative may supervise the work alongwith IWT Surveyor. The recommendation of the IWT Surveyors and IWAI are to be complied and repair work completed to their satisfaction. The payment for the major

repair, annual repair and dry docking repair shall be released separately by IWAI with the due certification of EIC. The monthly wages to crew is also to be paid for all crew present for actual days of the dry-docking period limited to 45 days excluding the period of transportation of the dredger firm place of working to dry-dock and back. No payment will be made for maintenance cost during the period of dry docking and major repair/annual repair provided no such provision is taken into consideration while approving the estimate.

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PRICE BID SCHEDULE-A

For Amphibian Dredger AD Falgu for deployment IN National Waterway No.-1.

I. Manning Charges

Sl. No.	Category of Personnel	No. of Persons Required	Estimated Cost	Bidders Price Per person per month
			Total wages per person per month inclusive of statutory allowances and Contractor's profit & overheads etc.but exclusive of service charges (in Rs)	(in Rs.)
(1)	(2)	(3)	(4)	(5)
1	Project Manager	01	37,000/-	
2	Dredge Operator	01	37,000/-	
3.	Assistant to the dredger operator	02	18,400/- per person	
4.	Other facility such as accommodation for crew (since dredger has no facility), safety & security of the dredger at the night.	----	25,000/-	
5.	Total	04	Rs. 1,35,800/-	

II. Running Charges of the Dredger AD Falgu Including all Expenses:

Sl. No.	Name and details of the Main Engine	Estimated Cost per hour Including Contractor's profit & overheads but exclusive of service tax. (In Rs.)	Bidders Price Per Hour
1.	Main Engine of the make Cater Pillar type C-7 of 168 KW (225 HP)	1901.00	

III. Running repair & maintenance charge on L.S. basis@ Rs. -----per month

IV. Consumable & stores on L.S. basis @Rs. ----- per month

V. Deployment one mechanized country boat on L.S basis @Rs. ----- per month

VI. Transport facilities for repair and maintenance and supply of POL, sorting out of dispute for dumping ground etc. etc. on L.S basis @Rs. ----- per month.

Conditions:

1. Please refer to appropriate clauses pertaining to specifications of dredger and terms and conditions of contract
2. The tender for manning shall be evaluated by computing for 36 months and considering an escalation of 10% per annum of emoluments.
3. The tender for operation and maintenance in respect of Amphibian Dredger shall be evaluated on the basis of 5 hrs. x 20 days x 07 months for the Main Engines during working season and 2 hrs. x 10 days x 2 months for the main engine during flood season excluding 3 months laid up period for annual repairs per year. And by taking the cost of running repair & maintenance charges and also consumables & stores for 3 years and considering an escalation of 10% for annum in the operation cost.
4. Overall tender evaluation shall be based on the total of manning and operation cost.

Signature.....

(Name).....

PRICE BID SCHEDULE-B

For Amphibian Dredger AD Manimala for deployment in NW-3

I. Manning Charges

Sl. No.	Category of Personnel	No. of Persons Required	Estimated Cost	Bidders Price Per person per month
			Total wages per person per month inclusive of statutory allowances and Contractor's profit & overheads but exclusive of service charges (in Rs.)	(in Rs.)
(1)	(2)	(3)	(4)	(7)
1	Project Manager	01	37,000/-	
2	Dredge Operator	01	37,000/-	
3.	Assistant to the dredger operator	02	18,400/- per person	
4.	Other facility such as accommodation for crew (since dredger has no facility), safety & security of the dredger at the night.	----	25,000/-	
5.	Total	04	Rs 1,35,800/-	

II. Running Charges for Engine Including all Expenses:

Sl. No.	Name and details of the Main Engine	Estimated Cost per hour Including Contractor's profit & overheads but exclusive of service tax. (In Rs.)	Bidders Price Per Hour
1.	Amphibian Dredger, AD Manimala Main Engine, 225 HP	1901.00	

III. Running repair & maintenance charge on L.S. basis @ Rs. -----per month

IV. Consumable & stores on L.S. basis @Rs. ----- per month

V. Deployment one mechanized country boat on L.S basis @Rs. ----- per month

VI. Transport facilities for repair and maintenance and supply of POL, sorting out of dispute for dumping ground etc. etc. on L.S basis @Rs. ----- per month.

Conditions:

1. Please refer to appropriate clauses pertaining to specifications of dredger and terms and conditions of contract
2. The tender for manning shall be evaluated by computing for 36 months and considering an escalation of 10% per annum of emoluments.
3. The tender for operation and maintenance in respect of Amphibian Dredger shall be evaluated on the basis of 6 hrs. x 20 days x 08 months for the Main Engines during working season and 2 hrs. x 10 days x 2 months for the main engine during flood season excluding 2 months laid up period for annual repairs per year. And by taking the cost of running repair & maintenance charges and also consumables & stores for 3 years and considering an escalation of 10% for annum in the operation cost.
4. Overall tender evaluation shall be based on the total of manning and operation cost.

Signature.....

(Name).....

PRICE BID SCHEDULE-C

For Amphibian Dredger AD Narmada for deployment in NW-3

I. Manning Charges

Sl. No.	Category of Personnel	No. of Persons Required	Estimated Cost	Bidders Price Per person per month
			Total wages per person per month inclusive of statutory allowances and Contractor's profit & overheads (in Rs.) but exclusive of service charges	(in Rs.)
(1)	(2)	(3)	(4)	(7)
1	Dredge Operator	01	37,000/-	
2	Assistant to the dredger operator	02	18,400/- per person	
3	Other facility such as accommodation for crew (since dredger has no facility), safety & security of the dredger at the night.	----	25,000/-	
4	Total	03	Rs.98,800/-	

II. Running Charges for Engine Including all Expenses:

Sl. No.	Name and details of the Main Engine	Estimated Cost per hour Including Contractor's profit & overheads but exclusive of service tax. (In Rs.)	Bidders Price Per Hour
1.	Amphibian Dredger, AD Falgu Main Engine, 225 HP	1901.00	

III. Running repair & maintenance charge on L.S. basis @ Rs. -----per month

IV. Consumable & stores on L.S. basis @Rs. ----- per month

V. Deployment one mechanized country boat on L.S basis @Rs. ----- per month

VI. Transport facilities for repair and maintenance and supply of POL, sorting out of dispute for dumping ground etc. etc. on L.S basis @Rs. ----- per month.

Conditions:

1. Please refer to appropriate clauses pertaining to specifications of vessels and terms and conditions of contract
2. The tender for manning shall be evaluated by computing for 36 months and considering an escalation of 10% per annum of emoluments.
3. The tender for operation and maintenance in respect of Amphibian Dredger shall be evaluated on the basis of 6 hrs. x 20 days x 08 months for the Main Engines during working season and 2 hrs. x 10 days x 2 months for the main engine during flood season excluding 2 months laid up period for annual repairs per year. And by taking the cost of running repair & maintenance charges and also consumables & stores for 3 years and considering an escalation of 10% for annum in the operation cost.
4. Overall tender evaluation shall be based on the total of manning and operation cost.

Signature.....

(Name).....

AGREEMENT FORM
(For Contract Management of AMPHIBIAN DREDGER)

AGREEMENT BETWEEN
INLAND WATERWAYS AUTHORITY OF INDIA
AND
CONTRACTOR

This agreement made on this day of Two thousand thirteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida 201 301, U.P. (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and Contractor which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office on the other part.

WHEREAS IWAI is desirous of giving (names of dredgers to be filled with reference to schedule) initially for a period of three years and extendable on yearly basis upto a total maximum of five years in the stretch of National Waterway No.1 & 3 for deploying the same effectively for dredging of National Waterways.

WHEREAS THE CONTRACTOR has agreed to undertake on contract management basis the work of effectively deploying Amphibian dredger and provide required manpower for manning, operation and maintenance of IWAI Amphibian dredger on terms and conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

- A. (a) The contractor shall undertake on contract management basis the work of deploying Amphibian dredger which includes manning, operation and maintenance of IWAI dredger initially for a period of three years which may be extended on yearly basis up to a maximum period of five years. The competent and experienced personnel will be engaged by the contractor on the dredgers.
- (b) The contractor shall be responsible for remuneration, medical benefits, insurance, traveling expenses and other statutory dues towards the men engaged by him for the above work.
- (c) IWAI shall pay monthly bills within 15 days of presenting the same by the Contractor based on dredger logbook, deployment/attendance of their

- manpower during previous month, duly signed by the supervising official of IWAI.
- (d) Accommodation for the personnel deployed on the dredger is provided on board the dredger which are also to be managed by the contractor.
 - (e) Normal working hours shall be 8 hrs. per day for 6 days a week. The manpower supplied shall be having closed holidays (Sunday and Gazetted) and other leave as admissible.
 - (f) The contractor shall provide the personnel with working uniforms, safety accessories like boots, helmets, bedding and winter clothing etc., and IWAI shall not be liable to supply any such items except statutory LSA/FFA on board the vessels.
 - (g) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
 - (h) The personnel shall be deployed under overall control of the Contractor who shall report to the Engineer in charge or his representative.
 - (i) The contractor shall remove any person if he is found unsuitable by the Director/Supervisor of work and replace him with a suitable substitute within 10 days of written intimation in that regard by the Director.
 - (j) Engagement on IWAI *dredger* shall not confer any right on any individual for regular employment in IWAI or preference in employment in IWAI or for his continuation in subsequent years. An agreement to the effect that the individual will not claim for absorption or regular employment will have to be entered into by the individual with the contractor before he is considered for engagement. A copy of the said agreement should be made available to IWAI while selecting and engaging such person.
 - (k) For categories of personnel requiring competency certificates issued by appropriate authority the certificate shall be provided in original to the selection committee for each personnel offered by the Contractor.
 - (l) No advance payment shall be admissible. Running account bill shall be payable monthly on submission of the bill by the contractor duly certified by the site in-charge. Payment shall be made by the respective regional Director of National Waterways. However, for any period of unauthorized absence from duty, the amount shall be proportionately reduced (based on 30 days a month).
 - (m) IWAI reserve the right to terminate the contract of contract management of the dredgers any time before expiry of one year by issue of one month's written notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly if the contractor wants to withdraw or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be recovered from the performance security deposit and from

any balance amount payable to the contractor from this contract or any other contract.

- (n) Any loss incurred by IWAI due to the damage to the dredgers which is solely attributable to the negligence of the contractor’s personnel or causes which are under the control of the contractor will be recovered from the payment due to the contractor.

B. **Remuneration:** As per work order

C. **Arbitration:** As per tender Clause

D. Details of Correspondence and documents being part of this agreement.

a)

b)

In WITNESS whereof the IWAI has causedon its behalf to hereunto set his hand and the Contractor has hereunto set his hand and the Company has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

1)

2)

.....

And this deed was duly executed by Shri.....for the Contractor above named in the presence of

Witnesses of Contractor

1)

Contractor

**Qualification and Experience Required by the Personnel to be Engaged
for each Category of Post**

S.No	Name of the Post	Educational and other Qualification and Experience Required
1.	Project Manager	<p>Essential:</p> <p>(i) Degree or Diploma in Mechanical/Marine Engineering/Electrical Engineering with experience of two or five years in operation of machinery, repair & maintenance of vessels/dredges respectively.</p> <p>(ii) Should know swimming</p> <p>Desirable</p> <p>Experience in running and operation of cutter suction dredger</p>
2.	Dredger Control Operator	<p>Essential:</p> <p>(i) Petty Officer from Indian Navy having one year experience in the management and operation of dredgers</p> <p align="center">OR</p> <p>Diploma in Mechanical/Electrical Engg. with experience of one year in operation of marine machinery and dredgers</p> <p align="center">OR</p> <p>Driver 1st Class with 5 years' experience in the Grade minimum one years' experience of operation of dredgers</p> <p align="center">OR</p> <p>Trained & experienced dredge operators for minimum 5 years for Amphibian Dredgers having minimum qualification of matriculation.</p> <p>(ii) Should know swimming.</p> <p>Desirable</p> <p>Experience in running and operation of Cutter Dredger</p>

3.	Driver 1 st Class	<p>Essential:</p> <p>(i) Certificate of Competency as Driver 1st Class</p> <p>(ii) Should know swimming</p>
4.	Assistant to dredgers	<p>Essential:</p> <p>(i) Training from any state IWT Directorate/Maritime Board, controlled training Institute or NINI or Ex-Naval personnel or trained in Merchant Shipping (Engine Side) or in any Inland vessels with minimum 4 years.</p> <p>(ii) Should know reading and writing at least in one language</p> <p>(iii) Should know swimming</p> <p>(iv) Should have minimum one year experience for handling the various attachment of Amphibian Dredger and maintenance of the machineries with requisite certificate.</p>

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

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

WHEREAS..... (name and address of contractor) thereafter called “the contractor” has undertaken, in pursuance of Contract No. Dated to execute..... (name of Contract and brief description of Works) (hereinafter called “the contract”).

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

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

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

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

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

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

Signature and seal of the Guarantor.....

Name of the Bank

.....

Address.....

Date.....

In the presence of

1.....
(Name of Occupation)

2.....
(Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees