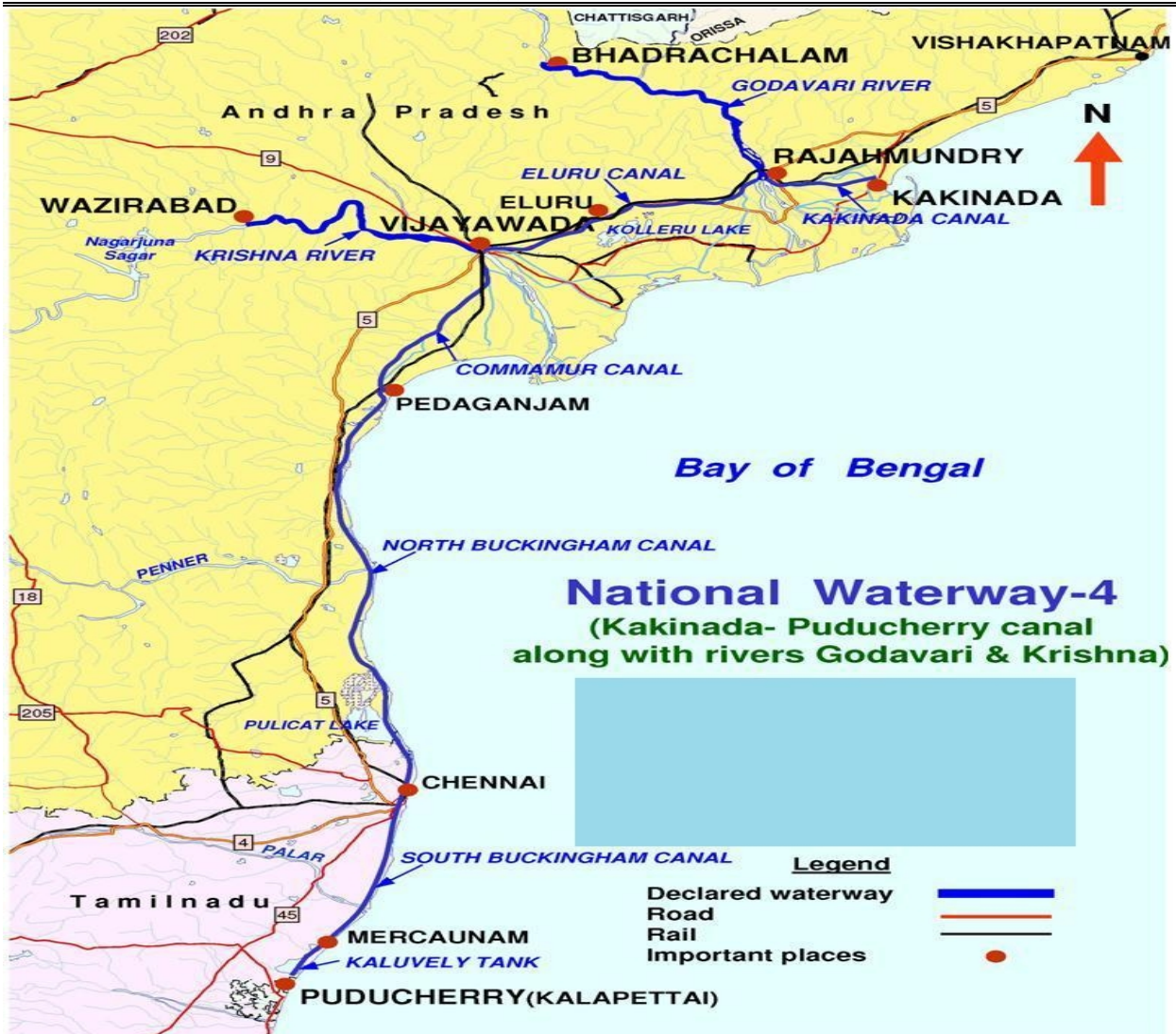




Bhartiya AntdSalya jalamaaga paigakarNa  
(paat pirvahna maMal aya, Baart sarkar)  
INLAND WATERWAYS AUTHORITY OF INDIA  
(Ministry of Shipping, Govt. of India)

**TENDER DOCUMENT FOR DETAILED HYDROGRAPHIC SURVEY  
IN NW-4 (SOUTH BUCKINGHAM CANAL) FROM SHOLLINGANUR  
BRIDGE TO THIRUVANMIYUR BRIDGE (9KM) AND KALPAKKAM  
TO PUDUCHERRY (75KMS)**



**June 2014**

**Tender No. IWAI/HY/NW-4/SBC/EXT./2014**

Head Office: IWAI, A-13, Sector – 1, NOIDA-201 301 (U.P.)  
Ph No. 0120- 2543931 / 2522969 / 2425981 Fax No. 0120-2522969 / 2543931 / 2543973  
Web Site:- <https://eprocure.gov.in/eprocure/app&www.iwai.nic.in>; E-mail:- [hc.iwai@nic.in](mailto:hc.iwai@nic.in)

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**DETAILED HYDROGRAPHIC SURVEY**  
**IN NW-4 (SOUTH BUCKINGHAM**  
**CANAL)**  
**FROM**  
**SHOLLINGANUR BRIDGE TO**  
**THIRUVANMIYUR BRIDGE (9KM)**  
**AND**  
**KALPAKKAM TO PUDUCHERRY**  
**(75KMS)**

**PART – I**

**TECHNICAL BID**



## Baartlya AntdSalya j al amaaga- paigakarNa

(pat pirvahna malal aya, Baart sarkar)

### INLAND WATERWAYS AUTHORITY OF INDIA

(MINISTRY OF SHIPPING, Govt. OF INDIA)

A-13, Sector-1, NOIDA – 201 301, U.P.

Phone No. – 0120- 2544036, 2521684, 2522798, 2521724 TeleFax No. – 0120-2544009, 2544041

E mail:- [hc.iwai@nic.in](mailto:hc.iwai@nic.in), [ahsnoida@gmail.com](mailto:ahsnoida@gmail.com), Web Site:- [www.iwai.nic.in](http://www.iwai.nic.in)

#### 1. NOTICE INVITING TENDER

#### TENDER No. IWAI/HY/NW-4/SBC/EXT./2014

Online tenders/Bid in two cover system (cover I- Technical bid and cover II- Financial bid) are invited from reputed Contractors for undertaking the following survey works:

schedule	Description of Works	EMD in (Rs. In lakhs)
1.	<b><u>Detailed Hydrographic Survey in the following stretches of National Waterway -4 (South Buckingham Canal) (84 Kms)</u></b> <ul style="list-style-type: none"><li>• Shollinganur Bridge to Thiruvanmiyur Bridge (9Km),</li><li>• Kalpakkam to Puducherry (75Kms)</li></ul>	0.84

#### Terms and Conditions:

1. Tender document will be **available for download w.e.f. 6<sup>th</sup> June 2014 to 4<sup>th</sup> July 2014.** The completed bids as per terms and conditions mentioned in the tender document should be **submitted latest by 1500 hrs on 4<sup>th</sup> July 2014 and shall be opened on the same day at 1530 hours.**
2. **Time for completion:** within **ninety days** from the date of commencement of work.
3. Interested bidders may download tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)" and are advised by paying Rs. 1,000/- (Rupees one thousand only) in the form of non-refundable demand draft in favour of 'IWAI Fund' payable at Noida/New Delhi of any Nationalized/scheduled bank for submitting the bids.
4. A pre bid meeting is scheduled to be held at **1100 hrs on 18.06.2014** at IWAI, H.O, NOIDA.
5. The Hard Copy of original instruments in respect of cost of tender document, earnest money, other documents in original as asked in this tender document must be delivered to the office of Hydrographic Chief on or before bid closing or opening date/time as mentioned in critical date sheet. Bidder shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
6. IWAI reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard.
7. Other terms and conditions are as per tender document.

Hydrographic Chief

## NIT FOR PUBLICATION IN NEWSPAPER



INLAND WATERWAYS AUTHORITY OF  
INDIA,  
A-13, Sector-1, NOIDA-201 301

### **Tender for Detailed Hydrographic Survey in NW-4 (South Buckingham Canal) from Shollinganur Bridge to Thiruvanmiyur Bridge (9km) and Kalpakkam to Puducherry (75kms).**

Online bids are invited from the reputed contractors for conducting detailed hydrographic survey in NW-4. Tender document cost: 1000/- Date of downloading Tenders is from 06.06.2014 to 04.07.2014. Pre-bid meeting will be held on 18.06.2014 at 1100 hours. Last date of online submission of bids is up to 1500 hrs on 04.07.2014. Date of online opening:- 04.07.2014 at 1530 hrs. For further details including EMD and other terms & conditions, please refer to IWAI website **i.e.** [www.iwai.nic.in](http://www.iwai.nic.in) **and** <https://eprocure.gov.in/eprocure/app>

Hydrographic Chief

## 2.0 Form of Tender

To

The Hydrographic Chief  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector-1, NOIDA – 201 301, U.P.

Sub: **Tender document for detailed hydrographic survey in NW-4 (South Buckingham Canal) from Shollinganur Bridge to Thiruvanmiyur Bridge (9km) and Kalpakkam to Puducherry (75kms)**

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

2. I/ We undertake to complete and deliver/upload the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.

3. I/We am/are tendering for the works mentioned in the table below and submitting the EMD in the form of demand draft in favour of IWAI Fund payable at NOIDA of Nationalized / schedule bank as per the details given therein:

SI. No	Description of Works	Details of DD	EMD (Rs.)
1.	<b><u>Detailed Hydrographic Survey in the following stretches of National Waterway -4 (South Buckingham Canal) (84 Kms)</u></b> <ul style="list-style-type: none"><li>• Shollinganur Bridge to Thiruvanmiyur Bridge (9Km),</li><li>• Kalpakkam to Puducherry (75Kms)</li></ul>		

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 180 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise. The said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.

7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.

8. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.

9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.

10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

11. I/We certify that I/we am/are familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein or environment.

12. It is certified that all information given in the tender is true and nothing has been concealed/ distorted. If at any time, it is found to have concealed/ distorted any material as mentioned above I/we am/are agreeable for summarily termination of contract by IWAI.

Date .....

Signature .....

Name ..... Designation

.....

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

Witness :

Signature.....

Name : .....

Occupation .....

Address ..... Telephone No.....

# INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

## 3.0 INFORMATION AND INSTRUCTIONS FOR BIDDERS

- (A)** The details of work to be carried out and its scope are given in this tender document, which also indicate brief descriptions of the work to be executed. The bidders are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
1. The bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract:
    - a) Site conditions including access to the site, existing and required roads and other means of transport/ communication for use by him in connection with the work;
    - b) Source of extent of availability of suitable materials including water and labour (technical, skilled and unskilled) etc., required for work and Laws and Regulations governing their use and employment.
    - c) Geological, meteorological, topographical, hydrological, morphological and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.
    - d) The type of equipment and facilities needed, preliminary to / for and in the performance of the work and;
    - e) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
  2. The bidders shall note that information, if any in regard to the work site and local conditions as contained in these tender documents except for the material agreed to be supplied by the Authority, has been given merely to assist the bidder and is not warranted to be complete.
  3. The bidders shall note and bear in mind that the Authority (IWAI) shall bear no responsibility for the lack of acquaintance with site condition. System etc. or any information relating thereto, on their part. The consequence of the lack of any knowledge aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.
  4. Immediately upon downloading of the Tender document, the bidders are urged to submit a written request atleast two days prior to the date fixed for pre tender conference to the Engineer-in-Charge issuing the tender, on matters where clarifications or additional information is desired, if needed.



## **(B) INSTRUCTIONS FOR SUBMISSION OF BID**

- 1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.
- 2.0 This tender schedule is only for the work of "**Detailed hydrographic survey in NW-4 (South Buckingham Canal) from Shollinganur Bridge to Thiruvanmiyur Bridge (9km) and Kalpakkam to Puducherry (75kms)**".
- 3.0 Bank Solvency for the amount of Rs. 16.8 lakhs (Rupees Sixteen Lakhs Eighty Thousand only).  
**The Bank Solvency should be in the name of the bidder and not in the name of the Manufacturer/OEM. The banker address, issuing authority, date of issue, validity, contact phone, e-mail ID of Bank are to be mentioned clearly in the Bank solvency. The Bank Solvency should be for minimum amount as mentioned above and should be issued in the current financial year, preferably after publication of NIT.**

### **4.0 EARNEST MONEY DEPOSIT (EMD)**

**The bidder shall furnish as part of its tender, EMD of Rs. 84, 000/- (Rupees Eighty Four thousand only).**

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

- 4.1 The successful Bidder EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of SD in the form of Demand Draft (DD) / Bank Guarantee as per clause 3 of "General Conditions of the Contract". However, the validity of BG shall be till expiry of the liability period.

#### 4.2 The EMD may be forfeited if,

- a] Bidder withdraws his bid in part or in full or modifies his tender, during the period of bid validity specified on the bid form, or
- b] Make any modification in terms & conditions of tender, which is not acceptable to the Authority, then the Authority shall, without prejudice to any right or remedy, be at liberty to forfeit the EMD absolutely.
- c] The successful Bidder fails to furnish in full all the information as required by the tender, withdraws his tender or refuses to sign the contract in accordance with Clause -21 of "Instructions to the Bidder" on issue of letter of intent, or refuses to provide the Security Deposit in accordance with Clause 3 of "General Conditions of the Contract".

- 4.3 The EMD will be returned to the unsuccessful Bidder after finalization of the tender and no interest will be paid on EMD.

5.0 Tender should be submitted in two covers viz. separate online/sealed Envelope-1 and Envelope-2. The online bid has been submitted in the following portal ID:- <https://eprocure.gov.in/eprocure/app> .

In the online submission,

The first cover/envelope containing Part-1 shall be submitted along with the following documents

- a) Scanned Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- b) Scanned Copy of a signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- c) Scanned Copy of Earnest Money Deposit (Demand Draft in favour of IWAI fund payable at Noida).
- d) Scanned Copy of tender cost (Demand Draft in favour of IWAI fund payable at Noida).
- e) Scanned Copy of Bank Solvency certificate from any nationalized /scheduled bank.
- f) Scanned Copy of a declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- g) Scanned Copy of acceptance of payment terms clause 14 of "General Conditions of the Contract".
- h) Scanned Copy of acceptance to all tender terms & conditions to be confirmed.
- i) Scanned Copy of Duly filled "Form of Tender".
- j) Scanned Copy of Duly filled "Tender Acceptance Letter".
- k) Scanned Copy of Audit report / Balance Sheet /balance sheet along with turnover, profit/loss for the last three years (2010-11, 2011-12 & 2012-13). Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least Rs.12.6 lakhs.
- l) Scanned Copy of Bidders Registration Certificate
- m) Scanned Copy of Document in the respect of PAN, service tax, VAT number/registration.
- n) Scanned Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field. Brief description of projects recently undertaken in the relevant field.
- o) Procedure to be adopted for position control. Bio data of key survey personnel. Details of equipment and manpower to be deployed.
- p) Scanned Copies of similar work orders and performance certificates / job completion certificates for each individual item for which the bid is submitted (as per prequalification requirement), issued by the client during the past 3years, for evaluation of financial & technical capabilities of the bidders. Supply orders and performance certificates / job completion certificates shall be in the name of bidder only clearly indicating the value of work.

Experience of having successfully completed similar works (Hydrography survey in any area) during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:

- (i) Three similar works **each** costing not less than Rs. 16.8 Lakhs; **or**
- (ii) Two similar works **each** costing not less than Rs. 21 Lakhs; **or**
- (iii) One similar work costing not less than Rs. 33.6 Lakhs.

- q) Scanned copy of Joint Venture agreement signed by JV partners duly signed by the notary on a Rs. 100 non-judicial stamp paper.

The hard copy of tender covers (apart from online copy) should be placed in an envelope duly super scribing clearly the name of the work "**Detailed hydrographic survey in NW-4 (South Buckingham Canal) from Shollinganur Bridge to Thiruvanmiyur Bridge (9km) and Kalpakkam to Puducherry (75kms)**" and the note TENDERS TO BE OPENED BY THE ADDRESSEE ONLY" written prominently. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. further, envelope containing each part shall be superscripted as under:

Envelope -1 : Technical & Commercial Bid.  
Envelope-2 : Price Bid of offer.

No other document other than the Price schedule should be placed inside Envelope – 2 containing price bid otherwise tender will be summarily rejected.

**Envelope –1: The first cover shall be submitted along with the following documents and the cover should be super scribed with "ENVELOPE-1 : TECHNICAL/ COMMERCIAL BID FOR "DETAILED HYDROGRAPHIC SURVEY IN NW-4 (SOUTH BUCKINGHAM CANAL) FROM SHOLLINGANUR BRIDGE TO THIRUVANMIYUR BRIDGE (9KM) AND KALPAKKAM TO PUDUCHERRY (75KMS)"**

- a) All documents submitted online in the technical bid as per clause 5 (a) to (q).

**Envelope-2:The second cover (apart from online price bid) shall be submitted along with the following documents and the cover should be super scribed with PRICE BID FOR "DETAILED HYDROGRAPHIC SURVEY IN NW-4 (SOUTH BUCKINGHAM CANAL) FROM SHOLLINGANUR BRIDGE TO THIRUVANMIYUR BRIDGE (9KM) AND KALPAKKAM TO PUDUCHERRY (75KMS)."**

- (i) Schedule of Prices duly filled in the specified form, BIQ ."

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

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

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

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

9.0 Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an

authorized person of the bidder's organization as following:

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

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

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

9 (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. „Satisfactory evidence means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.

9 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the firm for this Tender shall be furnished along with the Tender.

9 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each place in the tender will be dated.

10.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid

11.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.

12.0 The Bid documents shall be signed by the bidder on each page.

13.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.

14.0 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words; the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material/ equipment" etc. is liable to be rejected.

15.0 IWAI shall have an unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.

16.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the bidder fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.

17.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.

18.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.

19.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending bidder who may be present at the date and time of opening informed in the bid document or subsequently. If any of the bidder or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee bidder, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee bidder.

20.0 The Authority reserves the right at the time of award of order to increase or decrease the quantity specified in the price schedule without any change in unit prices or other terms and conditions. The successful Bidder will be bound to complete the works at the same rate and terms & conditions.

21.0 The Authority will notify the successful Bidder in writing that the bid has been accepted. The successful Bidder will be required to enter into a contract with the Authority in the form given in these documents and has to submit Security deposit Bank Guarantee as per Clause 3 of "General Conditions of the Contract", within 10 days of award of work.

22.0. The Authority shall forward a draft contract to the Bidder along with award of work order. Within 10 days of receipt of such documents the successful Bidder shall sign the contract on non-judicial stamp paper of Rs. 100/- under the terms and conditions as indicated in the "DRAFT CONTRACT" forwarded by the Authority. In case of any

refusal/ failure on the part of such successful bidder to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

22.1. One copy of the Contract furnished to the successful Bidder as aforesaid shall be kept by the successful Bidder on each site in good order and the same shall at all reasonable time be available for inspection and use by the 'Authority' or his representative or by other Inspecting officers of the Authority.

22.2. None of these documents shall be used by the successful Bidder for any purpose other than that of this contract.

23.0 IWAI reserves the right to reject any or all bids without assigning any reasons.

**4. 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 enrollment in the eProcurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrollment is generally 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 PDF/xls/rar/jpg/dwf 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) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:

E-mail : hc.iwai@nic.in

Contact Telephone Numbers : 0120-2543931

Fax No. : 0120-2522969

E-mail: [hc.iwai@nic.in](mailto:hc.iwai@nic.in)

In person : Cdr. P.K. Srivastava., Hydrographic Chief

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## 5.0 GENERAL CONDITIONS OF CONTRACT

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## CLAUSE - 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the final quantities carried out and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful bidder who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Chief Engineer:** means the Chief Engineer of the Authority.
- (x) **Director** means the Director of the Authority, as the case may be.
- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiii) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xiv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xv) **Day:** means a calendar day beginning and ending at mid-night.
- (xvi) **Week:** means seven consecutive calendar days
- (xvii) **Month:** means the one Calendar month.

- (xviii) **Site** means the waterway and / or other places through which the works are to be executed.
- (xix) **Vessel**: means the vessel/craft belonging to the Contractor for carrying out the work.
- (xx) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xxi) **Urgent Works**: means any work urgent in nature which in the opinion of the Engineer-In-Charge becomes necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxii) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxiii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxiv) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xxv) Tendered value means the value of the entire work as stipulated in the letter of award.

## **CLAUSE – 2: INTERPRETATIONS**

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

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

## **CLAUSE – 3: PERFORMANCE GURANTEE & SECURITY DEPOSIT**

### **3.1 PERFORMANCE GURANTEE**

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order.

The bank guarantee shall be valid till expiry of 90 days after the end of 'Period of liability' defined in the contract document.

## **3.2 SECURITY DEPOSIT**

- 3.2.1 The successful bidder EMD will be converted in to security deposit (SD) and the successful bidder has to remit balance amount of Security Deposit Balance Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in the form of Demand Draft. Bank guarantee will not be accepted as security deposit.
- 3.3 The total performance guarantee/security deposit shall remain with IWAJ till defect liability period after satisfactory completion of work.
- 3.4 Interest will not be paid on security deposit or performance guarantee.
- 3.5 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
  - ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.
- 3.6 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.
- 3.7 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of survey personnel and equipment throughout the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in any way with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 3.8 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects, the IWAJ shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 3.9 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 of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

- 3.10 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, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

#### **CLAUSE – 4: REFUND OF SECURITY DEPOSIT**

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

#### **CLAUSE – 5: SUFFICIENCY OF TENDER**

- 5.1 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.
- 5.2 The Contractor is deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 5.3 The Contractor shall be deemed to have examined, visited and acquainted himself with the site and the surroundings to have satisfied himself to the nature contract and the stretch to be dredged in all weather conditions and as to he nature and conditions of means of transport and communication, whether by land, or by sea, to have made local independent inquires as to the soil/sub soil conditions variations thereof, storms, prevailing winds, oceanographic, bathymetric, climatic conditions and all other matter effecting the work.
- 5.4 Any neglect or omission or failure on the part of the contractor in obtaining necessary and reliable information upon the forgoing or any other matter affecting the contract shall not relieve the Contractor, of his responsibility/any risk/liability for completion of the work in strict accordance with the terms of the Contract.

## **CLAUSE – 6: CONTRACT DOCUMENTS**

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.
- 6.3 A 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.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

## **CLAUSE – 7: DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- 7.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
  - (a) Description in the Schedule of Quantities and Prices.
  - (b) Relevant Specifications and Special Conditions, if any.
  - (c) Drawings.
  - (d) General Specifications.
- 7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.
- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 7.4 If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules:
  - (a) In the event of error occurring in the amount column of schedule of quantities and prices as result of wrong multiplication of unit price and quantity, the unit price shall be regarded, as firm and multiplication shall be amended on the basis of the quoted unit price.



- (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the bidder. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the bidder shall be ignored.

**CLAUSE-8: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE**

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

**CLAUSE – 9: ASSIGNMENT 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 form 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. However, the employment of piece rate works shall not be construed as sub-letting.

## **CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS**

The contractors 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 and for departmental labour and labour of any other agency properly authorised by Authority or any 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.

## **Clause – 11: CHANGE IN CONSTITUTION**

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to 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 32 hereof and the same action will be taken and the same consequences shall ensue as provided for in the said clause-33.

## **CLAUSE – 12: COMMENCEMENT OF WORK**

The contractor shall commence the work at the respective sites within 10 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

## **CLAUSE – 13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.**

- 13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 13.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:
- (a) Specifications or revisions thereof other than standard printed specifications
  - (b) Explanations, instructions etc.

Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.

- 13.3 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.
- 13.4 The Contractor shall not be entitled to any right or claim whatsoever by reason of any representation/ explanation/ statement/ directions/ instructions or alleged representations/ explanation/ statement/ directions/ instructions, promises or guarantees given or alleged to have been given to him by any person other than what has been stated in the contract in his personal capacity.

#### **CLAUSE – 14: SETTING OUT THE WORKS**

The contractor shall provide all assistance and adhere to the instruction of E.I.C during the course of surveying, inspection, etc.

#### **CLAUSE – 15: URGENT WORKS**

If any urgent work (in respect where the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed, provided the directions are in accordance and confirmatory with provisions in Clause – 8.

#### **CLAUSE – 16: DEVIATIONS**

- 16.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.
- 16.2 Such items of work, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.
- 16.3 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable

by the Engineer-in-Charge whose decision shall be conclusive as to such provision:

- 16.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

#### **CLAUSE - 17: CONTRACTORS SUPERVISION**

- 17.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, an Engineer 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. The contractor or his agent shall be present at the site(s) and shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge, directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.
- 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.

#### **CLAUSE - 18: INSTRUCTION AND NOTICE**

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

## **CLAUSE -19: PLANT AND EQUIPMENT**

- 19.1 The Contractors shall provide and install all necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.
- 19.2 Subject to the availability of any item(s), plant, equipment and machinery the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre- determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

## **CLAUSE – 20: PATENT RIGHTS**

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

## **CLAUSE – 21: MATERIALS**

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

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

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

#### **CLAUSE - 22: LAWS GOVERNING THE CONTRACT**

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

#### **CLAUSE - 23: WATCHING AND LIGHTING**

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

#### **CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

- 24.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 24.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts to ensure completion of works under the contract as scheduled.

#### **CLAUSE - 25: LABOUR**

- 25.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and 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.
- 25.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades 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 and.
  - ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- 25.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.
- 25.4 The Contractor shall in respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed thereunder in regard to all matters provided therein.
- 25.5 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 Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.

- iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
  - v) Employer's Liability Act 1938 (Amended)
  - vi) Maternity Benefit Act. 1961 (Amended)
  - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
  - viii) The Industrial Disputes Act. 1947 (Amended)
  - ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
  - x) 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.
- 25.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour 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. The contractor agrees to indemnify and hold the owner harmless from any liability or penalty which may be imposed by any central or state Authority and also of any claims, suits or proceedings that may be brought against the Authority arising under, growing out of or by reasons of work proved by this contract whether brought by employees of the Contractor, by third parties or by Central or State Authority or any political sub division thereof. In case the Contractor fails to submit full details of his account of labour 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.
- 25.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (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 on 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.
- 25.8 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-25.5 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-25.5 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 25.5 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 Sub-Clause 25.5 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.

- 25.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (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 25.5 above , the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. fifty 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.
- 25.10 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 Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there 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.
- 25.11 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.
- 25.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 25.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 25.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. 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.

25.13 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.

#### **25.14 ALCOHOLIC LIQUOR OR DRUGS**

The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

#### **25.15 ARMS AND AMMUNITION**

The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

#### **25.16 REMOVAL OF CONTRACTOR'S MEN**

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without written permission of the Engineer-in-Charge. Any person so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

**CLAUSE – 26: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS, ETC.**

- 26.1 Materials of any kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge.
- 26.2 However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.
- 26.3 Fossils, coins, articles of value, structures and other remains or things of geological or Archeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.

**CLAUSE – 27: FORCE MAJEURE**

- 27.1 The term Force Majored shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 27.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 27.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

**CLAUSE - 28: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

- 28.1 If the contractor or his labour or sub-contractor, injure destroy or damage, Battery, Solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upto receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his cost.
- 28.2 If it appears to the Engineer-in-Charge or his representative at any time during to or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in- Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.
- 28.3 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employee shall be to the account of the contractor, who shall make good the loss.

**CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE**

- 29.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 29.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect :

- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

29.3 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.

29.4 Before commencing of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure all survey personnel and equipment which are to be deployed for this work, against any type of accident.

### **CLAUSE – 30: SUSPENSION OF WORKS**

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

### **CLAUSE – 31: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

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

### **CLAUSE – 32: TERMINATION OF CONTRACT ON DEATH**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the

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

### **CLAUSE– 33: TERMINATION OF CONTRACT IN FULL OR IN PART**

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

- (i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- (iii) fails to commence, carry and execute the work to the satisfaction of the EIC, or
- (iv) Abandon the work, or
- (v) Substantially suspend the work or the works for a minimum period of 30 days without any authority/ prior permission of EIC, or
- (vi) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

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

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

### **33.2 Corrupt Practice**

The Contractor shall not offer or to give to any person in the employment of the Authority or working under the orders of the Chairman any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the contractor, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal code 1860 or the Prevention of Corruption Act. 1947 or any other Act enacted for the prevention of corruption by Public Servant shall entitle the Chairman to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special conditions.

- 33.3 If the expenses incurred or to be incurred by the Authority for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Authority. If the contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sum due to the contractor on any account under this or any other contract or from his security deposit or otherwise.

- 33.4 IWAI also reserves its right to determine/ terminate the contract on following basis:
- (i) Authority shall, at any time, be entitled to determine and terminate the contract, for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 15 (fifteen) days time for such determination and termination including the reason thereof.
  - (ii) Should the contract be determined under the sub-clause (i) of the said clause, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination."

#### **CLAUSE - 34: COMPLETION TIME AND EXTENSIONS**

- 34.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.
- 34.2 However, if the work is delayed on account of:
- i) Increase in the quantity of work to be done under the contract as per clause 16, or
  - ii) Suspension of work as per clause 30 ; or
  - iii) "Force Majeure" as per clause 27; or
  - iv) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.
- 34.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.



## **CLAUSE – 35: COMPENSATION FOR DELAY**

35.1 If the contractor fails to complete all items of works in respect of any of the sub-group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 36.

## **CLAUSE – 36: LIQUIDATED DAMAGES**

36.1 If the contractor fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of  $\frac{1}{2}$  % (half percent) per week on the total value of the contract subject to a maximum of 10% of the total value of the contract.

36.2 Should however, the contractor achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the Authority will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.

36.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Authority

36.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.

36.5 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

## **CLAUSE – 37: INSPECTION AND APPROVAL**

37.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge or his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

37.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination

and the Engineer- in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure of the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

- 37.3 Periodic inspection will be carried out by the EIC or his representative by suitable means. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection and number of inspections be not less than three.

#### **CLAUSE – 38: COMPLETION CERTIFICATE**

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

#### **CLAUSE - 39: MEASUREMENTS**

- 39.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 39.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.
- 39.3 Submission of complete data (raw, edited, sorted, charts, field data) shall be submitted by the Contractor in time or as directed by the E-i-C.
- 39.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.

- 39.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, those taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 39.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 39.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in-Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

**CLAUSE – 40: PAYMENT ON ACCOUNT**

40.1 The contractor shall receive, as fees for all services and expenses required for carrying out detailed hydrographic survey in the respective stretches and submission of charts and reports in the following installments:

i) On submission of preliminary charts & survey report after completion of 50% field works	30%
ii) On submission of preliminary charts & survey report after completion of 100% field works	40%
iii) On submission of Draft Report	10%
iv) On submission of Final Report	10%
v) On Acceptance of Final Report	10%

- 40.2 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.
- 40.3 Payments due to the contractor shall be made by crossed cheque / RTGS by the Engineer-in-Charge or his authorised representative. Such cheques / RTGS shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC.
- 40.4 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 40.5 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

#### **CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.**

- 41.1 The prices quoted shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise service tax or any other local or central taxes as applicable/ charged by Center or State Government on all materials, including POL (and increase if any, on these during the currency of the contract) that the contractor has to purchase for the performance of the contract, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc.

#### **CLAUSE- 42: TAX DEDUCTION AT SOURCE**

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

#### **CLAUSE – 43: PAYMENT OF FINAL BILL**

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

#### **CLAUSE - 44: OVER PAYMENTS AND UNDER PAYMENTS**

- 44.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 44.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 44.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.

- 44.4 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.
- 44.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

#### **CLAUSE - 45: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

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

#### **CLAUSE – 46: FINALITY CLAUSE**

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

#### **CLAUSE – 47: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS**

All sum payable by way of compensation to the Authority under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

## **CLAUSE – 48: ARBITRATION**

- 48.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
  - (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
  - (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 48.2 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 Engineer-in-Charge 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.
- 48.3 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.
- 48.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 48.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 48.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 48.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.

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

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

**CLAUSE – 49: VALIDITY OF TERMS & CONDITIONS:**

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

## **6.0 TECHNICAL & SPECIAL CONDITIONS**

### **A. Technical Conditions:**

#### **1. OBJECTIVES:**

The objective of the contract is to conduct detailed hydrographic survey in NW-4 (South Buckingham Canal) from Shollinganur Bridge to Thiruvanmiyur Bridge (9km) and Kalpakkam to Puducherry (75kms). This includes 84 Kms of waterway stretch to be surveyed for assessment of river training works and further development cost for eco-friendly navigation.

#### **2. SCOPE OF WORK**

The Scope of work shall cover all technical aspects of hydrographic survey at par with International Standards including the following for development of the river/canal for inland navigation:-

- i. Detailed Hydrographic Survey to assess the navigability of the waterway.
- ii. To estimate the dredging quantity for developing a navigational channel of dimension of 32m x 1.8m, with side slope of 1:2, w.r.t. chart datum.
- iii. Topographical survey to assess the extent of land acquisition required for 100m wide corridor. Permanent structures located within this corridor are also required to be indicated.
- iv. To collect Water and bottom samples, current meter observation and discharge from the deepest route at every 10 km interval
- v. To identify cross structures which are obstructing navigation.
- vi. To identify the length of bank protection required.

#### **3. AREA OF SURVEY**

#### **Detailed hydrographic survey in NW-4 (South Buckingham Canal) in the stretches (84 Kms)**

- |    |                               |               |               |    |         |
|----|-------------------------------|---------------|---------------|----|---------|
| 1. | Shollinganaur Bridge          | 12°53'57.52"N | 80°14'19.48"E | to |         |
|    | Lattice Bridge, Thiruvanmiyur | 12°58'54.83"N | 80°15'12.50"E |    | (9Km)   |
| 2. | Kalpakkam                     | 12°34'53.99"N | 80°10'16.28"E | to |         |
|    | Koluveri tank                 | 12° 4'27.68"N | 79°50'17.09"E |    | (75Kms) |

#### **4. Terms of Reference (ToR) for undertaking detailed hydrographic survey in National Waterway- 4 (South Buckingham Canal)**

The detailed hydrographic survey is to be carried out by using Automated Hydrographic Survey System (using digital Echo sounder for depth measurement, DGPS for position fixing and Hypackmax or equivalent software for data logging). The survey is to be conducted in WGS'84 datum. The horizontal control is to be made from the charts generated from satellite imageries duly registered with the corresponding Toposheets. The chart shall also be suitably updated with prominent land features from the Toposheets/site. The vertical control is to be established with respect to the chart datum/sounding datum already established by Port Authorities, Central Water Commission/ State Irrigation Department and at their gauge stations along the river/canal. Spot level values are to be given w.r.t. Mean Sea Level (MSL) & Soundings w.r.t. CD. Other Terms of Reference for the survey work shall be as given below: -



- a. Construct Bench Mark Pillars of dimension 0.3mx0.3mx1.5m (0.6m above GL) RCC pillar with 6mm thick 50mm dia GI pipe inserted, at every 10km interval. Erect Water level gauges at every 10 km interval and readings are to be taken at 1 hr interval for 12 hours (6 AM to 6 PM) or for the entire period of survey. The gauges are to be connected to a nearest Bench Mark by leveling and its datum value shall be established w.r.to MSL&CD. Detailed description of the bench mark along with its position and value to be given in the report for future recovery. Standard method shall be adopted for transfer of datum in rivers/canals. For tidal reaches standard transfer of datum as per Admiralty Manual shall be adopted. At least 2 gauges (one U/s and one D/s at 10 Km apart) shall be read simultaneously and soundings to be carried out within the gauge stations.
- b. Cross-section sounding lines are to be run from bank to bank at 50m interval to identify the navigable channel. Continuous soundings are to be taken by running the sounding boat at constant speed on the cross-section so as to get smooth contours. On completion of the cross-sections, thalweg (longitudinal) route and dredge channel is to be identified/ established by linking deepest soundings on the cross-sections. No payment will be made for running longitudinal lines.
- c. Spot levels at 50m x 20m grid are to be taken on both banks of the canals beyond water line for 100 m corridor (100m corridor includes canal width, where canal width is less than 100m). Spot levels at 50m x 20m grid are to also be taken on both banks for wider portions like sea opening, lakes etc (where width is more than 100m). If Island or sand chur exist in the middle of the canal / lake, spot levels on the same spacing should also be taken and indicated in the charts along the same cross-section line. Reduced spot level w.r.to MSL to be indicted on the charts.
- d. The water level, current velocity and discharge at every 10 km interval shall be observed once in a day during the survey period.
- e. Water and bottom samples are to be collected from the deepest route at every 10 km interval and are to be tested and the characteristics of the soil and the water are to be incorporated in the report. List of standard test which are to be carried out is placed at below clause 6.5.
- f. The soundings are to be reduced to the chart datum/ sounding datum established at every gauge stations or as directed by Engineer-In-Charge.
- g. The survey chart is to be prepared on a scale of 1:1000 for the canal portion & 1:5000 for the lake portion. Contours of 0m, 1m, 1.8m, 3 m, 5m and 10 m are to be indicated on the charts.
- h. Shallow patches /shoal and submerged sand-chur having less than 1.8 m depth, rocky outcrops, rapids and other navigational impediments are to be indicated on the charts.
- i. All prominent shore features (locks, bridges, aqueducts, survey pillars if available etc) and other conspicuous objects are to be fixed and indicated on the chart and included in the report. A brief write up on condition of the locks (if available) are also to be included in the report.
- j. Details of water intake/ structures are to be collected and shown on the charts and include in the report.
- k. Details (horizontal and vertical clearances above HFL) of bridges, aqueducts, electric lines, telephone lines, cables enroute are to be collected and indicated on the chart and also include in the report.
- l. Availability of berthing place, existing jetty, ferry ghats, approach roads etc. are to be indicated on the charts and include in the report.
- m. Conditions of the banks, whether protected or unprotected shall be indicated on the chart and include in the report. Estimate the length of bank protection required.

- n. Photographs of the prominent features are to be taken and included in the report along with its position.
- o. All position data of ground features, waterway structures, are to be submitted in both hard copies and soft copies.
- p. Two copies of the draft survey chart and report (hard & soft copies both) shall be submitted within 45 days period of completion of field survey work.
- q. Five copies of the final survey charts & reports (hard & soft copies both) shall be submitted within 30 days period after communicated modification/comments on draft report / charts, by IWAI.

## **5. Survey equipment :**

Contractor to mobilise the required survey vessels / boat and equipment at survey site, required for carrying out detailed hydrographic survey, such as:

- i. Suitable survey boat with minimum draft.
- ii. The Digital echo sounders with necessary spares and consumables.
- iii. Survey instruments such as DGPS receiver, Computer compatible & loaded with suitable Hydrographic Survey Software like HYPACK MAX or equivalent Software, Plotters, Total stations and levels for establishing proper ground control. The Automatic Hydrographic survey system should have on-line & off-line processing/recording facilities.
- iv. Suitable water and soil sampling devices.
- v. Necessary containers for collecting water & soil samples
- vi. Suitable current meters for current observations
- vii. Qualified team of surveyors and other supporting staff.

## **6. SPECIFICATIONS**

### **6.1. Vessels / Boat**

- a) Contractor is free to deploy any vessel / boat suitable for bathymetric surveys, subject to safety of personnel & equipment

### **6.2. Echo Sounder**

- a) Can be a single/dual frequency type standard dry/thermal paper recording system with a range up to 60 mtr and sufficient resolution.
- b) The contractor should provide adequate backup power, spares and recording papers and other consumables for uninterrupted survey operations.
- c) Digital echo sounder with recording paper roll (for Bar Check only) is required to be used. Bar check is to be carried out before start and end of survey. Necessary corrections in soundings are to be applied, if any.

### **6.3. Position Fixing**

The position fixing should be done by using differential global positioning system not less than 12 channel receivers for submetre accuracy.

### **6.4. Shore Survey Equipment**

Land survey party should be equipped with land survey equipment like theodolite, levels, Total Station with required accuracy standard for carrying out land survey.

### **6.5. Soil and Water sample equipments**

The boat should be provided with at least two sets of equipments. Soil sample can be collected by a grab and water sample at depth surface, 0.5d, 0.3d & d (d-measured depth of water) by any approved systems. The following tests are to be carried out for Bottom samples:-

- a) Grain size distribution
  - b) Specific gravity,
  - c) PH value
  - d) Cu, Cc
  - e) Clay silt%
- and Sediment concentration for Water Samples.

The results/characteristic of water and soil are to be incorporated in the report along with position.

### **6.6. Current Meter**

The boat should be provided with at least 2 sets of current meter. Measurement should be taken at depth surface, 0.5d, 0.3d and d (d-measured depth of water) & values indicated in the report along with position.

### **6.7. Computer and Hydrography Survey Software**

Suitable computer compatible & loaded with the automatic hydrographic survey software like HYPACK MAX or equivalent software is to be used for the survey purpose. All other computer Peripherals like color Plotter, Printer etc. to be used for generating out puts.

## **7. TIME SCHEDULE.**

The time schedule of execution of the entire assignment will be as follows:

- i) Zero date of this project will be taken as 15th day from the date of issue of work order.
- ii) The contractor should complete mobilization of equipment and man power complete and start field works within 15 days from zero date.
- iii) The actual river survey work should commence within 20 days from zero date.
- iv) The actual survey work should be completed within 90 days (Ninety days) after commencement of work.
- v) Two copies of the draft survey chart and report (hard & soft copies both) shall be submitted within 45 days period of completion of field survey work.
- vi) Five copies of the final survey charts & reports (hard & soft copies both) shall be submitted within 30 days period after communicated modification/comments on draft report / charts, by IWAI.
- vii) Final report will be accepted by the Engineer-In-Charge, after checking the same as per agreement.

Note: LD clause will be applicable on above Time Schedule.

If survey is required to be suspended during heavy wind / rain / storm, Contractor will inform E-i-C within 7 days (via e-mail / courier) of such suspension, with proper proof (such as cutting of local newspaper) and E-i-C will decide to give further extension in time on such conditions and thus, will be part of Force Majeure.

## **8. PROGRESS OF WORKS**

Progress report is required to be submitted before 5<sup>th</sup> calendar day of every month and on completion of every 25% stage field work, clearly indicating the following:-

- i) General site location map.
- ii) Area covered and details of activities carried out
- iii) Details of instruments/vessel used
- iv) Co-ordinates & descriptions of reference control points used for the surveys.
- v) Reference B.M. used.
- vi) Brief descriptions of waterways indicating status of minimum depth available and width of clear channel.
- vii) All surveyed field data
- viii) Any destructions / hindrance for development of waterways
- ix) Any other information relevant for waterway development for navigation.

## **9. FINAL REPORTS**

The draft report shall be submitted on completion of field survey. After getting the comments of IWAI, the final report will be presented including the following in additions to description of equipment used, methodology survey accuracy checks etc., as per the TOR.

- i) The final sounding charts & reports as per ToR.
- ii) All raw data and processed data of AHS system are required to be submitted along with final charts in DVDs.

## **10.0 SPECIAL CONDITIONS**

**10.1** The contractor will study the requirements of the survey operations as explained in earlier sections and will take total responsibility for mobilizing all the survey equipments, vessels and the requisite personal and complete the surveys as required within the stipulated time.

**10.2** In order to avoid serious time lag between field survey and submission of final survey charts/drawing the contractor is expected to setup a base office at a suitable town where periodically the field data collected are brought and plotting works are carried out. This is also expected to help the contractor to fulfill the gaps in information before finalisation.

**10.3** The contractor will provide free access to the Engineer - in charge who will inspect and verify the data during the field work stage itself. Any correction pointed out should be carried out and information's as required should be provided without any undue delay. These contracts do not provide for any down time of equipment or boat hence the contractor should insure that these are avoided if not kept at minimum. The contractor has to arrange transport vehicle, boat for Engineer-in-Charge / representative visit at site.

**10.4** IWAI will not accept any liability towards loss damage of any equipment vessel/survey equipment or any other type of loss, during the course of execution of contract. The contractor shall be responsible for paying all wharfage or other local charges.

## **10.5 a) PAYMENT**

Payment will be made as per the stages mentioned at Clause 40.1 of General conditions of contract.

## **b) CERTIFICATE OF BILLS**

i) Interim bill shall be submitted by the contractor on or before the date fixed for the work executed.

ii) Payment on account for amount admissible shall be made on the certification of IWAI in charge for the sum to which the contractor is considered entitled by way of interim payment for the work executed.

iii) Payment of the contractor's bill shall be made by the Authority within 30 days from the date of submission of the bill subject to the acceptance.

## **c) PAYMENT OF FINAL BILL**

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date the certificate of completion furnished by the field in charge of IWAI. No further claims in this regard unless as specify here in under shall be entertained.

**10.6** The Engineer-in-charge or his representative will inspect, co-ordinate, and certify the work. He has the right to inspect at any time during the contract period for which contractor's authorized agent shall be available at site during such inspection.

**10.7** Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorised representative. The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

**In case, if the quantity exceeds the awarded quantity, the Contractor shall inform to the Engineer-in-Charge or his authorized representative before completion of the awarded quantity and seek prior approval before undertaking such extra work. The Engineer-in-Charge or his authorized representative will examine such work as per agreement clauses. The limit of variation of work is  $\pm 20\%$ .**

**10.8** Details of Bench Marks, Satellite Imageries, Topsheets, previous available reports/data will be supplied by IWAI, with required undertaking. An introductory letter will be issued by IWAI to the successful bidder for collecting other information from State / Central Government.

**10.9** In case of any obstruction in conducting the survey in the awarded stretch during the contract period, due to any Atomic/ Thermal Power Plant etc., IWAI will issue introductory letter. Contractor will provide contact details of such authorities, photo ID of survey personnel to be deployed in such area.

## **11.0 OTHER CONDITIONS**

(i) If the contractor's personnel or any outside labour employed to work during execution of contract, breaks or damages/destroys any building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground during the period of agreement, the

same shall be made good by the contractor at his own expenses or in default the IWAI may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the contractor.

(ii) The prices shall include all the taxes, levies cess, octroi, excise service tax or any other local or central taxes as applicable/ charged by Center or State Government. No extra in this regard shall be paid.

(iii) No forms regarding sales tax, trade tax or any other exemption, etc. will be supplied by IWAI. However, department would assist to the contractor for arranging these documents at contractors cost by writing to the concerned authorities only. Supply or arrangement of these forms, if required, shall be responsibility of the contractor.

(iv) All arrangements for establishment, watch & ward of stores and security of sites, permits, license, appropriate vehicles for transportation, handling, etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.

(v) The right to award split up work or to reject the offer without assigning any reason is reserved with the Authority.

(vi) The rate shall be quoted only in Indian Rupees and payment shall be made in Indian Rupees only.

(vii) In case of delay in work E-I-C may reduce the quantity of work without affecting the main objective of the project.

(viii) The income tax as applicable will be deducted from the running bill and final bill and to that effect a certificate will be issued.

**7.0 TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

**Date:**

**To,**

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**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: -**

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**Dear Sir,**

**1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:**

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**as per your advertisement, given in the above mentioned website(s).**

**2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.**

**3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.**

**4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.**

**5. In case any provisions of this tender are found violated by us, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.**

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

**PROFORMA - I**

**TIME SCHEDULE**

**SUB: Detailed hydrographic survey in NW-4 (South Buckingham Canal)**

<b>Work Schedule</b>	<b>Period of work (No of Days/weeks) required)</b>
1. Shollinganur Bridge to Thiruvanmiyur Bridge (9Km)	
2. Kalpakkam to Puducherry (75Kms)	

**(Signature of Bidder)**



**PROFORMA - II**

**LIST OF KEY PERSONNEL PROPOSED TO BE DEPLOYED BY  
CONTRACTOR ON THIS WORK**

<b>Sl.No.</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification and Experience</b>

**(Signature of Bidder)**

**8.0 Questionnaire**  
**Detailed Information on Contractors Experience and Financial viability**

**General :**

1. Name & Address of the firm :

2. Status of the firm: (Private/Govt/Public Undertaking)

3. Registered office address:

Telephone..... Fax.....

4. Director's/Owners Name:

5. No. of employees working in the office : Skilled                      Unskilled

Permanent        .....

Temporary        .....

6. Qualifications & experience of the Director and other key staff proposed to engaged for above survey

7. Authorised capital of the company (in Rs. .... Lakhs only)

8. Have you been registered with any Govt. /Public Sector Organisation. (Yes/No), if so furnish the details .....

**Technical :**

Give details in a statement form of the work carried out by the firm during last 5 years.

- a) Type of Work done.
- b) Cost of each work done.
- c) Furnish details regarding target dates and actual dates of completion of works/surveys with names and address of clients.
- d) Please indicate the field of specialization of the firm/company in brief.

**Relevant Experience :**

- a) Details of hydrographic surveys.
- b) Details of personnel.
- c) Detailed bio data of hydrographic surveyors proposed to be deployed and state if they are presently employed in your firm.
- d) It is essential that senior surveyors proposed to lead the survey units should have adequate river survey and navigation experience. Hence relevant information on this must be included.
- e) Furnish list of survey job on hand along with deployment schedule of survey personnel and equipment.

**Financial :**

- a) Details of companies corporate profiles from inception
- b) Firms Bankers
- c) Attested copies of income tax clearance certificates for the last assessment year and preceding two years.

**Equipment :**

- a) Echo Sounder: Make: Frequency:
- b) Total Station: Make : Accuracy:
- c) Auto Level : Make :
- d) DGPS :Make: Accuracy
- e) Soil Sampling device:
- f) Water Sampling Device
- g) Details of Hydrographic Survey Software:

## 9.0 DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM.

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

**NAME OF THE PROJECT: Detailed hydrographic survey in NW-4 (South Buckingham Canal)**

**THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW.**

We \_\_\_\_\_ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details give below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay I default due to any technical reasons beyond IWAI's control:-

Bank Account Number : \_\_\_\_\_

RTGS/NEFT/IFSC Code : \_\_\_\_\_

NAME OF THE BANK : \_\_\_\_\_

ADDRESS OF THE BRANCH OF THE BANK: \_\_\_\_\_

BRANCH CODE : \_\_\_\_\_

ACCOUNT TYPE (SAVING/CURRENT/OTHERS): \_\_\_\_\_

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.

I/WE hereby declare that the particulars given above are correct and complete if the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information. I/We would not hold IWAI responsible.

Signature of Authorized Signatory

Date:

### **BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a bank account No \_\_\_\_\_ with our branch and the bank particulars mentioned above are correct.

Date

Authorized Signatory

Authorization No. \_\_\_\_\_

Name: \_\_\_\_\_

Official Seal/Stamp



**DETAILED HYDROGRAPHIC SURVEY IN NW-4**  
**(SOUTH BUCKINGHAM CANAL)**

**PART – II**

**10.0 PRICE BID**

**SCHEDULE OF QUANTITIES**

**“Detailed hydrographic survey in NW-4 (South Buckingham Canal)”**

Tender Inviting Authority: Inland Waterways Authority Of India Noida(UP)	
Name of Work: Detailed Hydrographic Survey in National Waterway -4 (South Buckingham Canal)	
Contract No. IWAI/HY/NW-4/SBC/EXT./2014	
Bidder Name:	

**PRICE SCHEDULE**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

Sl. No.	Item Description	Item Code / Make	Qty	Units	Basic Price (in. Rs.)	Tax & Duties	Amount (P8*D8) In Rs. ()	Total Amount In Rs. (G8+H 8)
1	2	3	4	5	7	8	13	16
1.00	To carry out detailed Hydrographic survey including, bathymetric, topographic survey, traversing, current meter observations, water level observation, collection of bottom & water samples and its analysis. Mobilisation charges of survey units, equipment and hiring and running charges of vessels, insurance of personnel and equipment. Preparation of charts & reports etc. complete in all respect as per TOR.  <b>(i) Shollinganur Bridge to Thiruvanmiyur Bridge (9Km):</b> <b>(ii) Kalpakkam to Puducherry (75Kms)</b>	item1	1225	Line Kms	0.00	0.00	0.00	0.00
<b>***Total in Figures</b>							<b>0.00</b>	<b>0.00</b>

**#NAME?**

(SIGNATURE OF BIDDER)

DATE :

NAME & DESIGNATION: .

NAME OF FIRM & SEAL..... .

11.0  
AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works

\_\_\_\_\_ WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished

\_\_\_\_\_ as security for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

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

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractors offer, minutes of meetings and correspondence between the party ended vide letter No. \_\_\_\_\_ may be referred to by either party. These documents shall take precedence over the compiled documents.

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

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

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

For and on behalf of

For and on behalf of

**(Inland Waterways Authority of India) Contractor**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name & Designation** \_\_\_\_\_ **Name & Designation** \_\_\_\_\_

**Stamp**

**Stamp**

Witness:

Witness:

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_ 2) Name & Designation \_\_\_\_\_



**BANK GUARANTEE PROFORMA FOR FURNISHING  
PERFORMANCE GUARANTEE**

**To  
The Chairman  
Inland Waterways Authority of India  
A-13, Sector-1  
Noida- 201301**

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

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

3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers(s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

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

notwithstanding the fact that the same is enforced after the expiry of the said period of .....years.

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

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

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

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

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

Dated the .....date of.....200... for..... (indicate the name of Bank)

Signature.....

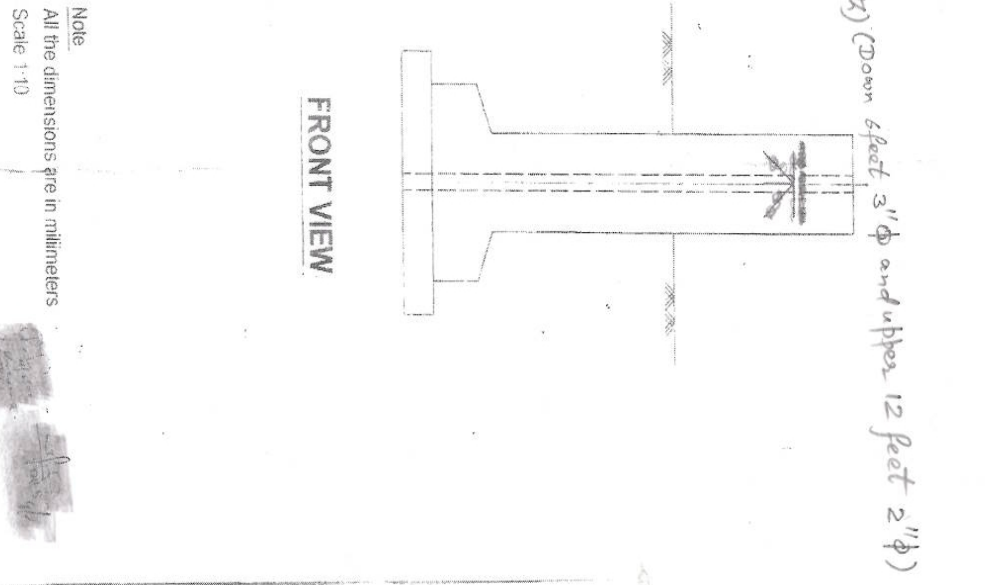
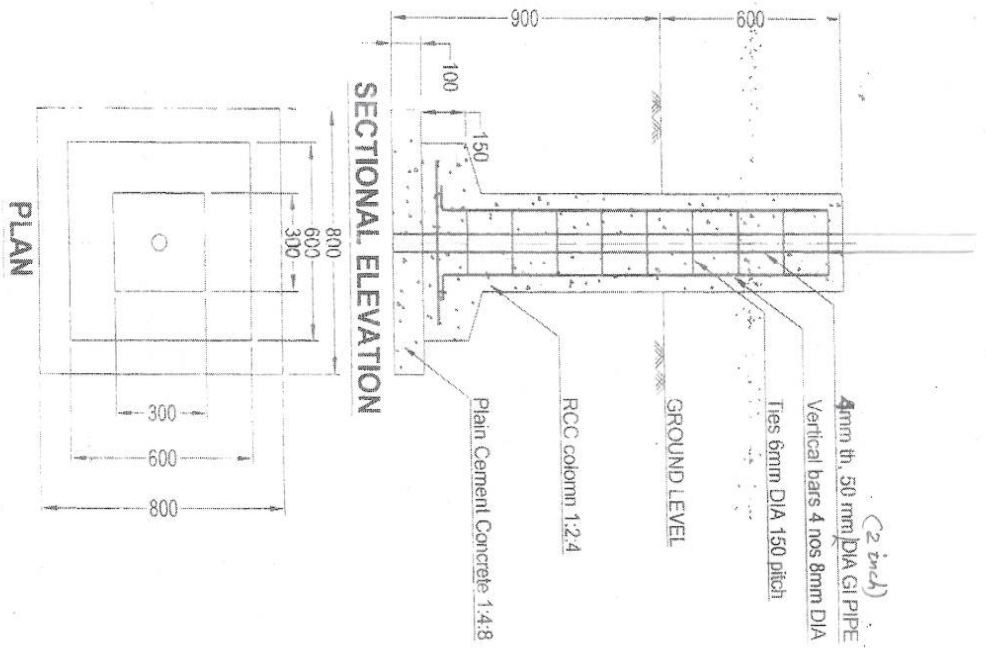
Name of the Officer..... (in Block Capitals) Designation of

Code No.....

Name of the Bank and Branch.

With complete address ,Phone, fax and e-mail.





(18 feet long) (Down 6 feet 3"  $\phi$  and upper 12 feet 2"  $\phi$ )  
 Note  
 All the dimensions are in millimeters  
 Scale 1:10