

**TENDER DOCUMENT**  
**FOR**  
**PROVIDING ASSURED DEPTH OF 2.5 m IN**  
**NAVIGATIONAL CHANNEL IN SILGHAT –**  
**NEAMATI STRETCH OF NATIONAL**  
**WATERWAY 2 (RIVER BRAHMAPUTRA)**

**TENDER DOCUMENT**



**January 2016**

TENDER No. IWAI/NW-2/ASSURED LAD/2015-16

भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण  
**INLAND WATERWAYS AUTHORITY OF INDIA**  
( पोत परिवहन मंत्रालय, भारत सरकार )  
(**MINISTRY OF SHIPPING, , GOVT. OF INDIA**)

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**TENDER FOR**  
**PROVIDING ASSURED DEPTH OF 2.5 m IN NAVIGATIONAL**  
**CHANNEL IN SILGHAT-NEAMATI STRETCH OF NATIONAL**  
**WATERWAY 2 (RIVER BRHMAPUTRA)**

**PART – I**  
**TECHNICAL BID**

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## **SECTION-I**

### **NOTICE INVITING TENDER (NIT)** **for publication in News Paper**



**INLAND WATERWAYS  
AUTHORITY OF INDIA,  
Ministry of Shipping, Govt. of India  
A-13, Sector-1, Noida-201301 (U.P.)**

**NOTICE INVITING TENDER  
TENDER No. IWAI/NW-2/Assured  
LAD/2015-16**

Online bids are invited from the Reputed contractors for providing assured depth of 2.5 m in navigational channel in Silghat – Neamati stretch of National Waterway 2 (River Brahmaputra). Cost of work:- Rs. 93.48 Cr. (excluding service tax) The tender document can be downloaded from  
<https://eprocure.gov.in/eprocure/app>  
and [www.iwai.nic.in](http://www.iwai.nic.in).

Director(P&C)

# INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector -1, NOIDA, Distt. Gautam Budh Nagar - 201 301 (U.P.)

Ph No. 0120- 2522798 Fax No. 0120- 2543973,2544041

Web Site:- [www.iwai.gov.in](http://www.iwai.gov.in) E-mail:- [mksaha.iwai@nic.in](mailto:mksaha.iwai@nic.in)

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## **NOTICE INVITING TENDER (NIT)**

### **Tender No. IWAI/NW-2/Assured LAD/2015-16**

Online tenders / Bid in two cover system (cover-I “Technical bid” and cover –II “Financial Bid”) are invited from experienced and resourceful Contractors for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years, as detailed below:

**1. Estimated Cost of the work is as under:**

Stretch	Estimated Cost (Rs. in Crore)
Silghat- Neamati	93.48 (excluding service tax)

- 2. Tender document will be available for download w.e.f. 19.01.2016. The completed bids as per terms and conditions mentioned in the tender document should be submitted online latest by 15:00 hrs on 16.02.2016, and shall be opened on the same day at 15:30 hours.**
3. The Contract period shall be valid for 5 years from the date of issue of work order.
4. Interested bidders may download tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI’s website “ [www.iwai.gov.in](http://www.iwai.gov.in) ” and are advised by paying Rs. 5000/- (Rupees Five thousand only) in the form of non-refundable demand draft in favour of ‘IWAI Fund’ payable at Noida at any Nationalized/scheduled bank for submitting the bids. Bids without the cost of bid document will be rejected. Bidders bidding for both stretch needs to submit one tender fee only.
- 5. The Hard Copy of original instruments in respect of cost of tender document, earnest money deposit(EMD), other documents in original as asked in this tender document must be delivered to the office of the Director(P&C), IWAI on or before bid closing date/time as mentioned in critical date sheet.**
6. Bids duly complete in all respect along with the EMD / Bid security shall be submitted before 15:00 hrs. on 16.02.2016 only online at <https://eprocure.gov.in/eprocure/app>. and shall be opened at 15:30 hrs. on same day in the presence of bidders, who choose to be present. The details of EMD / Bid security for an amount of Rs 20 lakhs (Rupees Twenty lakhs only) in the form of Demand Draft in favour of “IWAI FUND” payable at NOIDA / DELHI on any nationalized/ scheduled bank of India and balance amount of Rs. 84 lakhs in the form of B.G. from any nationalized/ scheduled.

7. Bidders can quote along with the requisite EMD / Bid security along with Bid.
8. 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.
9. Other terms and conditions are as per tender document.

Director (P&C)  
IWAI,NOIDA

#### **CRITICAL DATES**

<b>EVENT</b>	<b>DATE</b>
Uploading of Bid document on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	19.01.2016
Last date for submission of queries	29.01.2016
Pre Bid Meeting (which IWAI may conduct at IWAI, Noida)	01.02.2016 at 15:00 hrs at IWAI Noida office
Minutes of pre-bid meeting to be issued	08.02.2016
Bid submission start date and time	12.02.2016
Last date and time for submission of completed bid document	16.02.2016 at 15:00 hrs
Opening of Technical Bids	16.02.2016 at 15:30 hrs

#### **CONTACT ADDRESS**

**Director(P&C)**

**Inland Waterways Authority of India, A-13, Sector-1, NOIDA(U.P) , Pin-201 301**

Tel : 0120-2522798, Mobile-09999262457, Fax: 0120 - 2543973, 2544041

Website : [www.iwai.gov.in](http://www.iwai.gov.in), E-mail: [mksaha.iwai@nic.in](mailto:mksaha.iwai@nic.in)

## **SECTION-II**

### **INSTRUCTIONS TO THE BIDDER (ITB)**

**Tender for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (River Brahmaputra) for five years.**

#### **A. GENERAL**

1. Inland waterways Authority of India herein after referred to “IWAI” wishes to receive online tenders as described in different sections and summarized in Bidding Data for **“providing assured depth of 2.5 m in navigational channel in Silghat – Neamati stretch of National Waterway no. 2 (River Brahmaputra) for five years.**
2. Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer”, “bid/tendered”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural. The Director(P&C) means the Director (P&C) of Inland Waterways Authority of India (IWAI), Ministry of Shipping, Govt. of India, A-13, Sector-1, NOIDA (U.P), PIN 201 301. All terms defined in the Conditions of Contract will apply to this document (ITB).
3. The Works covered in the bid is a Lump Sum Turn Key (LSTK) Contract.
4. This invitation to bid is open for all contracting companies and JV.
5. **Qualification of the Bidder:**
  - 5.1 Bidders shall, as part of their bid:
    - (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
    - (b) Submit a declaration that they have not been banned, blacklisted or delisted by any Government or Semi-government agencies in India. In case of JV, such declaration shall be furnished individually by each partner.
  - 5.2 Bidders shall also furnish in adequate details the following information:
    - (a) Evidence of access to lines of credit of Rs.20 crores to undertake the work in the stretch of Silghat-Neamati. Average annual financial **turnover** during last three years ending 31<sup>st</sup> March of the previous financial year should be at least Rs.94 crores to undertake the work in the stretch of Silghat-Neamati and should not have incurred any loss in more than two years during the last five years ending March of the previous financial year.

- (b) Evidence of experience and completion certificate issued by concerned organization for the completed project for the past seven year as submitted with EoI document. Only evidences pertaining to the past experience requirements (completed & ongoing) specified below needs to be furnished. For partially completed works, certificate of Client / Employer clearly stating the physical & financial quantum of works completed shall be furnished. Evidence related to works of lesser size, or prior to the 7 year period preceding January 2016 need not be furnished. The below mentioned work costing shall be considered only for each stretch of work.

Sl. No.	Description	Silghat-Neamati (in cr.)
1	One similar work costing not less than	75
2	Two similar works costing not less than	56
3	Three similar works costing not less than	37

"Similar works means, maintenance dredging, capital dredging, river conservancy works. IWT/Marine works/activities like development of ports/IWT terminals etc. In addition, bidders must have at least one experience of dredging in sea / river / coastal areas".

- (c) Details of contract related litigation with government/ Semi Govt. /PSU, if any, as on Base date (Base date is the last date of submission of bid).
- (d) Availability of critical equipment like dredgers (minimum 2 nos.), work boat (minimum 2 nos) & accommodation boat (minimum 2 nos) with proof of ownership, survey logistic related to inspection etc.

**5.3 Bids submitted by a joint venture of two or more firms and limited to maximum six and shall comply with the following requirements:**

- (i) The bid shall include all the information listed in Sub-Clause 5.1 & 5.2 above.
- (ii) The bid security and the bid shall be signed so as to be legally binding on all partners.
- (iii) The lead partner shall has to be an Indian company.
- (iv) The lead partner shall have minimum 51% share or equity participation.
- (v) The 2<sup>nd</sup> partner shall have minimum 26% share. Shares of other partners shall be within rest 23%.
- (vi) A Joint Venture bidding Agreement entered into by all partners showing "intent of forming JV" shall be submitted with the bid on non-judicial stamp paper of Rs 100/-. One of the partners shall be nominated as being lead partner and shall have minimum 51% share or equity participation. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners. The lead partner has to be an Indian Company.



- (vii) The Lead Partner shall be authorized (this authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners & Board Resolution and a copy of the said authorization shall be furnished in this Bid) to incur liabilities and receive instructions and furnish clarifications and participate in negotiations for and on behalf of any and all partners of the joint venture during the Bid process till finalization of bid in favour of any bidder or till a final decision is taken on the bids.
- (viii) There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. In case the lead partner does not meet the requisite eligibility and qualifying criteria, technically or financially, the second partner must meet the requisite qualification & experience. A copy of the Joint Venture agreement in accordance with requirements mentioned in the Annex is required to be submitted along with the bid. The proposal should contain the information required for each member of the Joint Venture;
- (ix) The successful bidder will be required to register their JV/Consortium under Registration Act, under payment of stamp duty. If the bidders want, then they may register under Indian Company Act 1956 or any other applicable law where the legality of the registration of JV/Consortium is established beyond doubt. The proof of such registration of JV shall be submitted within 21 days of issue of Letter of Acceptance (LOA) of IWAI. The expenditure on the account of registration of JV/Consortium shall be borne by the successful bidder. Non-compliance of above may lead to banning of JV/Consortium Partners from future bidding in IWAI. The contract agreement shall be signed with the company so incorporated.
- (x) By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was short-listed on the basis of Technical Capacity and Financial Capacity of Joint Venture Members who will own at least 51% equity by lead partner and minimum 26% each of the equity by 2<sup>nd</sup> partner and 23% for other partners of the Company to be incorporated as prescribed under sub clause (ix) above, in case the JV is selected for award of work. The Bidder further acknowledges and undertakes that each of such Joint Venture Members shall hold the equity as mentioned above until the completion of the Project is achieved under and in accordance with the provisions of the Contract. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Contract, and a breach thereof shall, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract and dealt with as such there under and;
- (xi) By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Joint Venture Member

or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under the Bid process, the Bidder shall inform the Director(P&C) forthwith along with all relevant particulars about the same and the Director(P&C) may, in his sole discretion, disqualify the Bidder or withdraw the Letter of Acceptance from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated at the sole discretion of the Employer without the Employer being liable in any manner whatsoever to the Contractor. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Director (P&C) or Employer shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, inter alia, time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available hereunder or otherwise.

- (xii) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and/ or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- (xiii) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (vii) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).
- (xiv) In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract.

## **6. Change in composition of the J.V:**

- (a) Change in composition of the J.V may be permitted by the competent authority of IWAI during the bid stage, only where:

- (i) The Lead Member continues to be the Lead Member of the J.V.
  - (ii) The substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the J.V Member who is sought to be submitted and the modified J.V shall continue to meet the evaluation criteria for Applicants; and
  - (iii) The new Member(s) expressly adopt(s) the Application already made on behalf of the J.V as if it were a party to it originally, and is not an applicant/Member of any other J.V bidding for this Project.
- (b) Approval for change in the composition of a J.V shall be at the sole discretion of the competent authority of IWAI and must be approved by him in writing.

**7. One Bid per Bidder**

A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No bidder can be an associate to another bidder in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

**8. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Director (P&C) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**9. Site Visit and familiarization with works**

The bidder is advised to visit the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be borne by the bidder.

## **B. Bidding Documents**

10. **“TENDER DOCUMENT”:-** The tender procedure and contract terms are prescribed in the tender document. The bidding documents are those stated below and should be read in conjunction with Addenda, if any, issued in accordance with Clause 18 of Instructions to Bidders.

**PART-I: TECHNICAL BID**

SECTION-I:	NOTICE INVITING TENDER (NIT)
SECTION-II:	INSTRUCTION TO THE BIDDER (ITB)
SECTION-III:	BIDDING DATA

SECTION-IV:	<b><u>Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement</u></b>
SECTION-V:	GENERAL CONDITIONS OF CONTRACT
SECTION-VI:	TECHNICAL AND SPECIAL CONDITIONS OF CONTRACT
SECTION-VII:	ANNEXS

**PART-II: PRICE BID**

BILL OF QUANTITY 1 (BOQ-1) AND ITS ANNEX (SCHEDULE OF MONTHLY PAYMENT)

**C. PREPARATION OF BID**

11. The tenderer is expected to examine the tender document carefully including all instructions, conditions, forms, terms, special conditions, technical specifications etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in “**REJECTION OF TENDER BID**” submitted by the individual Bidder.
12. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidder who resort to any form of canvassing shall be summarily rejected.
13. Bidder(s) has to submit the details of relatives posted/employed/working in any capacity in the Inland Waterways Authority of India (IWAI).
14. **IWAI** reserves the right to reject any or all of the tenders received without assigning any reasons what so ever. IWAI also reserves right of accepting the whole or any part of the tender and Bidder shall be bound to perform the same at the rates quoted. The tender in which, any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
15. At any time prior to the dead line for submission of tender, the Authority may for any reason, whether by its own initiation or in response to clarification requested by a prospective Bidder, modify the tender document by amendments. In order to afford prospective Bidder reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.

16. “Authority” will in no way be responsible for any expenditure incurred by the Bidder in the preparation and submission of the tender.

17. **Clarification on Bidding Documents**

Prospective bidder requiring any clarification on the bidding documents may notify the Director (P&C) in writing or fax or by e-mail at the address indicated in the Bidding Data. The Director (P&C) will respond to any request for clarification that he receives earlier than 3 days prior to the date specified for pre-bid meeting. Copies of the Director (P&C)’s response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry.

18. **Amendment of Bidding Documents**

- 18.1 At any time prior to the deadline for submission of bids, the Director (P&C) may amend the bidding documents by issuing Addenda.
- 18.2 Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing or e-mail to all bidders. Bidders shall promptly acknowledge receipt of each Addendum by e-mail.
- 18.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Director (P&C) may, if deemed necessary by him, extend the deadline for submission of bids.

19. **Language of Bid**

The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Director (P&C) shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

20. **Documents Comprising the Bid**

The bid submitted by the bidder online on <https://eprocure.gov.in/eprocure/app> and shall fulfill the requirement listed under clause 26 of instructions to the bidders (ITB).

21. **Bid Prices**

- 21.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in contract, based on the unit rates and prices in the Bill of Quantities [BoQ-1] including lump sum amounts submitted by the bidder.
- 21.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the

bidder will not be paid for when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 21.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder excluding service tax, which will be reimbursed to the contractor on production of proof for the same.

22. **Currency of Bid:** Currency of bid shall be Indian Rupees. No provision exists for payments in foreign exchange.

23. **Bid Validity**

- 23.1 Bids shall remain valid for a period of minimum 180 days (one hundred and eighty days) from the last date of submission of Bids.

- 23.2 Notwithstanding Clause – 23.1 above, the Authority may solicit the Contractor's consent for extension of the bid validity. The request and the response shall be made in writing.

- 23.3 In exceptional circumstances, prior to expiry of the original bid validity period, the Director (P&C) may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 24 in all respects.

24. **Earnest Money Deposit (EMD)/Bid Security**

- 24.1 The bidder shall furnish, as part of its bid, a bid security for the amount stipulated in the Bidding Data in the form of Demand Draft (DD) of Rs 20 lakhs drawn in favour of "IWAI Fund." payable at NOIDA / DELHI from any nationalized/ scheduled bank of India and the rest of the amount of Rs. 84 lakhs in the form of Bank Guarantee issued from any nationalized/ scheduled bank of India for the stretch of Silghat-Neamati.

- 24.2 The bid security shall remain valid for a period of 180 days from the last date of submission of Bids.

- 24.3 The bid security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.

- 24.4 Any bid not accompanied by an acceptable bid security shall be rejected as non responsive.

- 24.5 The bid securities of unsuccessful bidders will be returned after finalization of Bids or on the expiry of the original period, or any subsequently extended period, of bid validity.
- 24.6 The bid security of the successful bidder deposited in the form of Bank Guarantee will be returned when the bidder has signed the Agreement and furnished the required performance security. The bid security deposited in the form of demand draft will be adjusted as per clause no. 3.2 of GC of contract.
- 24.7 The bid security may be forfeited
- (a) If the bidder is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of Technical qualification
  - (b) In the case of a successful bidder, if he fails within the specified time limit to
    - (i) Sign the Agreement, or
    - (ii) Furnish the required performance security.

25. **Pre-Bid Meeting**

- 25.1 The bidder's designated representative is invited to attend the pre-bid meeting, which will take place at the venue and time mentioned in the Bidding Data. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. The prospective bidder, after purchase of bid document and at least two days prior to the pre bid meeting, shall inform the Director(P&C) in writing the particulars of their authorized representatives (Preferably not more than two) who will attend the pre bid meeting.
- 25.2 The bidder is requested, as far as possible, to submit any questions in writing or by e-mail, to reach the Director (P&C) not later than 3 days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be communicated in minutes of pre bid meeting as per schedule.

**D. Submission of Bids**

26. **INSTRUCTIONS FOR ONLINE SUBMISSION OF BID**

Tender should be submitted online at <https://eprocure.gov.in/eprocure/app> by 15:00 hours on 16.02.2016 in two bid system i.e. Technical & Price Bid of offer. Technical Bid only will be opened online on same day at 1530 hours at IWAI, A-13, Sector-1, Noida-201301.

Financial bids of technically qualified bidders (as per clause 5 and 26.1 of ITB) only will be opened subsequently after due examination and evaluation of technical bids as per clause 27.2 of ITB of tender conditions. Online Bid should be submitted in Two separate parts for Technical Bid and for Financial Bids.

26.1 The technical bid shall be submitted online along with scanned copy of the following documents:

- a) Scanned copy of the demand draft for the cost of the bidding documents must be uploaded. The original demand draft is to be deposited in the office before the bid submission closing date & time.
- b) Scanned copy of Earnest Money Deposit (as prescribed below) must be uploaded. The original demand draft and Bank Guarantee as the case may be is to be deposited in the office before the bid submission closing date & time.

**Rs 20 lakhs (Rupees Twenty lakhs only)** in the form of Demand Draft and **rest of the amount of Rs. 84 lakhs** in the form of Bank Guarantee issued from any nationalized/ scheduled bank of India for the stretch of Silghat-Neamati.

- c) Scanned copy of Tender acceptance letter [Appendix- 1(G)].
- d) Scanned copy of the documents as required as per clause -5 (Qualification of the bidder) of instructions to Bidders.
- e) Declaration that the Bidder is familiar with the conceptual and physical details of the proposed area to be developed along the Silghat-Neamati stretch of river Brahmaputra.
- f) Letter of Authority for signing and negotiation of tender (as the case may be).
- g) Bank **Solvency** certificate of an amount of Rs. 37 cr. from any nationalized /scheduled bank is to be submitted. The Bank Solvency should be in the name of the bidder and should not be older than 3 months from the last date of bid submission. The banker address, issuing authority, date of issue, contact phone, e-mail ID of Bank etc. are to be mentioned clearly in the Bank solvency.
- h) Signed declaration stating that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- i) Declaration stating the acceptance of payment terms as per clause 42 of “General Conditions of the Contract”.
- j) Scanned Copy of Duly filled “Tender Submission Letter and Warranty Form”.
- k) Scanned Copy of Audit report / Balance Sheet for the last three years (2012-13, 2013-14 & 2014-15)
- l) Scanned Copy of Bidders Registration Certificate, PAN, service tax, VAT number/registration.



- m) Scanned Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field.
- n) Scanned Copies of similar Work orders and performance certificates / job completion certificates for each individual item for which the bid is submitted, issued by the client during the past 7 years, for evaluation of financial & technical capabilities of the bidders. Work orders and performance certificates / job completion certificates shall be in the name of bidder only clearly indicating the value of work.
- o) Copy of Joint Venture agreement signed by JV partners not more than 6 partners.
- p) Details of concurrent commitments of the bidder in respect of contract works each costing more than Rs. 30 Crores. The bidder should provide a list of dredging work done in various reputed Govt. / PSU's / Private sector organizations.
- q) Scanned copy of relevant information on the experience of the bidder as described in clause 5.2 of instructions to Bidders. The work experience of Dredger manufacturer / other than JV partner shall not be considered for this evaluation. Bidder has to provide work award copy, work completion certificate indicating date of commencement, date of completion, value of work executed by the bidder for each works for which the bidder is claiming as work for the above experience.
- r) Proof of availability of suitable cutter suction dredgers (CSD), minimum two number, work boat (minimum 2 nos), house boat (minimum 2 nos) with proof of ownership, having age not more than 14 years, pipe lines with all necessary accessories & logistics and the source of the same, the present deployment, mobilization time, capacity of the dredger etc. to undertake the subject work should be given. Registration certificate of dredger(s) and letter of consent from the owner of the dredger to spare the same to Bidder along with the proof of ownership of dredgers shall be enclosed in case it is to be hired. **Besides he has to submit write up on detailed methodology for providing 2.5 m assured depth by means of dredging indicating number of dredging units and disposal of dredged material, bandalling and channel marking for demarcation of deeper channel in the Silghat – Neamati stretch of River Brahmaputra.**
- s) Undertaking to mobilize the dredger(s) along with its accessories at site as per tender document to be given along with the Letter of Acceptance.
- t) Basic details of proposed system of Bandalling & Navigation marks as required as per Technical specifications for Bandalling & navigational marks.
- u) Signed copy of the integrity agreement as per Section V.
- v) The bidder shall furnish the details of Bank account for release of payment through electronic fund transfer system as per the Proforma given at Annex XIV- detail of Bank Account. In case of JVs, the bidders have to furnish the requisite details as per the Proforma by the lead partner. However, at the time of award of work the same has

to replace in the same Proforma for the registered Joint Venture firm along with details of PAN.

- w) **The technical bid should not contain any information on price. Bids containing price or any reference to price will be liable for rejection.**

26.2 **Price Bid:** The price bid shall be submitted online in Bill of quantity in the specified form.

26.3 Prices quoted by the Bidder shall remain firm and fixed and valid till the validity time. However fuel escalation will be paid as per clause 7 i.e. “escalation / variation in cost of dredging” under section VII – Technical and special conditions of contract.

26.4 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.

## **E. Bid Opening and Evaluation**

### **27. Bid Opening**

- 27.1 The bids will be opened in the presence of bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data.
- 27.2 Financial bid will be opened separately only after evaluation of technical bids and only for the technically qualified bidders in presence of bidders or their representatives, who choose to be present during opening of financial bid.

### **28. Process to Be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Director (P&C)’s processing of bids or award decisions may result in the rejection of his bid.

### **29. Clarification of Bids and Contacting the Director (P&C)**

- 29.1 To assist in the examination, evaluation, and comparison of bids, the Director (P&C) may, at its discretion, ask any bidder for clarification on its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the bid shall be sought, offered, or permitted

- 29.2 From the time of bid opening to the time of award of work, if any bidder wishes to contact Director (P&C) on any matter related to the bid, it should do so in writing.

**30. Examination of Bids and Determination of Responsiveness**

- 30.1 Prior to the detailed evaluation of bids, the tender evaluation committee of IWAI will determine whether each bid (a) has been properly signed; (b) is accompanied by the required securities; (c) is substantially responsive to the requirements of the bidding documents; and (d) provides any clarification and/or substantiation that the tender evaluation committee of IWAI may require to determine responsiveness pursuant to Clause 30.2.
- 30.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works; (b) that limits in any substantial way, inconsistent with the bidding documents, the tender evaluation committee of IWAI rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. **Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantities-BOQ1 of bid document.**
- 30.3 If a bid is not substantially responsive, it will be rejected by the **tender evaluation committee of IWAI** and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**31. Evaluation and comparison of Bids**

- 31.1 The tender evaluation committee of IWAI will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 30.
- 31.2 The variation, deviation, conditions and other factors if any that are included in the bid will be summarily rejected. Any such informations / data that are in excess of the requirements of the bidding documents shall not be taken into account in bid evaluation.
- 31.3 **As stated in clause 30.2 above , the offer has to be to undertake all the items of the work as listed in main Bill of Quantity [BoQ-1] of bid document. The aggregate sum offered under all the years for BoQ put together in the financial bid will be final value for the contract.**
- 31.4 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in relation to the estimated cost of the items of work for each year to be performed under the Contract, the tender evaluation committee of IWAI may require the bidder to produce detailed price analyses for any or all items of the Bill of

Quantities, to demonstrate the internal consistency of those prices with the execution methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the tender evaluation committee of IWAI may negotiate the price with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and/or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest with in the quoted price before taking a decision on the bid.

## **F. Award of Contract**

### **32. Award**

Subject to Clause 36, the Employer will issue the Letter of Acceptance to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated Bid Price pursuant to Claus 31, provided that such bidder has been determined to be qualified in accordance with the provisions of Clause 5 in all respect.

### **33. Right to Accept Any Bid and to Reject Any or All Bids**

The competent authority in IWAI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the competent authority of IWAI action.

### **34. Notification of Award**

34.1 Prior to expiration of the period of bid validity prescribed by the Director (P&C), the Employer will notify the successful bidder by letter or e-mail that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price") and the Time schedule for execution of the Works..

34.2 The notification of award will constitute the formation of the Contract.

### **35. Signing of Agreement**

35.1 Immediately after the Employer notifies the successful bidder that its bid has been accepted, the Director (P&C) will send the bidder the Agreement in the form provided in the bidding documents, incorporating all relevant documents/ correspondences exchanged between the parties.

35.2 After the issue of the Letter of Acceptance, and acceptance of performance security, the successful bidder shall sign the Agreement. If the successful bidder is a JV,

Guarantee for Payment Security as stated in clause 36 of ITB shall also be furnished along with the Performance Security. The Director (P&C) will return a copy of the Agreement duly signed by the Employer to the Contractor. After signing of agreement by both parties, IWAI will issue a letter of commencement of work.

**36. Performance Security and Guarantee for Payment Security**

- 36.1 Within 28 days of issue of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Bidding Data and clause 3 of the general condition of Contract. The performance security shall be in the prescribed format as in the bidding documents. Performance security shall be kept valid for entire period of works.
- 36.2 Failure of the successful bidder to comply with the requirements of Clauses 35 or 36 shall constitute a breach of Contract, cause for annulment of the Letter of Acceptance, forfeiture of the bid security, and any such other remedy the Director (P&C) may take under the Contract.
- 36.3 In respect of a JV being selected as the lowest / eligible bidder for award of Works and the selected JV forming a Company to act as Contractor in compliance with the provisions of ITB clause 5.2, and the Employer having issued the letter of Acceptance in the name of such Company. In case of Joint Venture, the Lead Partner will be required to furnish to the employer a performance guarantee in the prescribe form given in Annex-II for a sum equivalent to 10% of the Contract Price prior to signing of Contract between Employer and the Company. The Guarantee shall remain valid till the completion of the works.

**37. Corrupt or Fraudulent Practices**

- 37.1 The Director (P&C) requires that the bidders observe the highest standard of ethics during the entire bid process.
- 37.2 Furthermore, bidders shall be aware of the provision stated in Clause 28 of the ITB.

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**SECTION – III**  
**BIDDING DATA**

Subject	Description
Summary of the Works.	<p>1. Maintenance of navigational channel for assured depth of 2.5 m and width of 35 meter at shoal location and 45 meter in remaining section in the entire Silghat-Neamati stretch of National Waterways No. 2 (River Brahmaputra) by Dredging / Bandalling works or any other means of conservancy work for five years. Dredging works include removal of soft material, coarse / deposited materials including pebbles &amp; boulders (if any) and removed dredged material should be dumped at a place which not creates any hindrance for future navigation as well loss/ damage of property of Individual / Government. Aids to navigation.</p> <p>2. Navigational marks in sufficient number (as stated in the Technical and Special conditions) to be erected for safe navigational during day hours and maintenance of same throughout the contract period.</p>
Name and address of the Employer	Inland Waterways Authority of India, Ministry of Shipping, A-13, Sector-1,Noida (U.P) , PIN -201301
Total Period of Contract	5 years.
Bid language	English
Indicate the currency of bid	Indian Rupees
Period of bid validity	180 days from the last date for submission of bids.
Venue, time, and date of the pre-bid meeting.	Venue: IWAI, A-13, Sector-1,Noida (U.P). Date & Time: 01.02.2016 at 15:00 hrs
Engineer in charge (EIC) address	Director (P&C), Inland Waterways Authority of India, Ministry of Shipping, A-13 ,Sector-1,Noida,U.P. PIN-201301
EIC's Representative	Director, Inland Waterways Authority of India, Pandu Port Complex, Guwahati- 781012
Venue, time, and date of bid opening.	Venue: IWAI, A-13,sector-1, Noida Date& Time: 16.02.2016 at 15:30 hrs
Guarantee for Payment Security	To be furnished by the Lead member of a JV selected for award of work in format prescribed in Section VIII

#### **SECTION -IV**

### **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 my favourites folder, bidder can select 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 Tender document Fee/ 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:- [mksaha.iwai@nic.in](mailto:mksaha.iwai@nic.in) Web Site:- [www.iwai.gov.in](http://www.iwai.gov.in)  
Tel. Nos : 0120- 2522798, Fax No. – 0120-2543973, 2544041.  
In person : Shri. M.K.SAHA, Director (P&C)

## **SECTION - V**

### **To be signed by authorized representative of the bidder and authorized signatory of IWAI.**

#### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

#### **BETWEEN**

Chairman, Inland Waterways Authority of India represented through.....(Authorized representative who is authorized to sign to contract), Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred as the ‘Principal/ Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### **AND**

.....  
(Name and Address of the Individual/firm/Company)  
through .....(Hereinafter referred to as the  
(Details of duly authorized signatory)  
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### **Preamble**

WHEREAS the Principal / Owner has floated the Tender (Tender No. IWAI/NW-2/Assured LAD/2015-16) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “.....” hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

## **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the

Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IWAI.

#### **Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

## Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
(signature, name and address)

2. ....  
(signature, name and address)

Place:

Date :

## **SECTION-VI**

### **GENERAL CONDITIONS OF CONTRACT**

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## GENERAL CONDITIONS OF CONTRACT

### CLAUSE - 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful 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) **Director(P&C):** means the Director(P&C) 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 Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be

- (xiii) **Assistant Director** means the Asst Director 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 urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (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.
- xxvi) The word “*Consortium*” and “*Joint Venture*” will construe the same meaning in the entire tender document
- xxvii) Lean season mean period from October to March and flood season means period from April to September

## **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 GUARANTEE & SECURITY DEPOSIT**

### **3.1 PERFORMANCE GUARANTEE**

The contractor shall be required to deposit an amount equal to 10 % 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 from any nationalized/schedule bank in accordance with the form prescribed within 28 days of the issue of Letter of Acceptance.

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**

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit.

- 3.3 The contractor whose tender is accepted has to enter into an agreement with IWAI for the due fulfillment of the contract. The security amount will be accepted in form of demand draft in favour of "IWAI FUND" only payable at Dehi/Noida
- 3.4 The total performance guarantee/security deposit shall remain with IWAI till satisfactory completion of Contract.
- 3.5 Interest will not be paid on security deposit or performance guarantee.
- 3.6 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.

- 3.4 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.
- 3.5 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 dredgers and equipment through out the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in anyway with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 3.6 From the commencement of completion of work, contractor shall take full responsibility for the care of work including all temporary works, or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and Engineer's instruction.
- 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 and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 3.9 In case of not achieving the assured depth as per contractual provisions, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the shortcomings and calling upon the contractor to explain the causes for the shortcomings 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 deduct the payment as the conditions laid in the Contract and direct the contractor to get the measures of rectification of progress of work accelerated to the pre-defined level as per contract 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 or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

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

The security deposit less any amount due shall, on demand, be returned to the contractor after 90 days on the expiry of Contract 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 works 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 the 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 works and Prices or any omission therefrom 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 inspect 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 carryout the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 34 hereof and the same action will be taken and the same consequences shall ensue as provided for in the said clause-35.

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

After signing of agreement by both parties, IWAI will issue a letter of commencement of work. The contractor shall commence the work at the respective sites within 20 days of the issue of Letter of Commencement after signing of Agreement. 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 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 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 Engineer in charge 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 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 arrangement 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 arrangement for supervision is restored 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.
- 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).
- 18.5 The "Hindrance Register" shall be maintained at the site of work, where any hindrance which comes to the notice of the representative of the Engineer-in-Charge shall be recorded and immediately a report will be made to the Engineer-in-Charge within a week. The Engineer-in-Charge shall review the Hindrance Register at least once in a month. The pro-forma on which the Hindrance Register shall be maintained is given in Annex-IV.

## **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 The Contractor may deploy any item(s), plant, equipment and machinery for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not remove or withdraw any of such equipment, materials, temporary works or plant from the site without obtaining written permission to do so issued by the EIC. Such request will be applicable only for repair works and other engagement during the flood period or at the idle period of resources.

## **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/logistics 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/inspection, 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/inspection and also expenses incurred thereon shall be borne by the contractor in all cases and also where such tests/ inspection 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 Delhi 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/ night shifts to ensure completion of works under the contract as scheduled. However , contractor with prior intimation/ request for approval to be given to EIC from time to time to carryout work on round the clock even on Sundays and holidays except on public holidays to achieve the target depth subject to applicable labour law, law and order etc .

#### **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 any 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.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 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. 500/- 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: ASSIGNMENT AND SUBCONTRACTING**

### **26.1 Assignment of Contract**

The Contractor shall not, without the prior consent of the Employer (which consent shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder.

### **26.2 Subcontracting**

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Employer conveyed through the Engineer. A subcontractor under the Contract must be a firm or person or entity that satisfies the relevant provisions of the Contract Agreement. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of labour,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract, or
- (c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

In all other cases, the Contractor shall give the Employer not less than 28 days notice of ;

- (a) The intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience,
- (b) The intended commencement of the Subcontractor's work, and
- (c) The intended commencement of the Subcontractor's work on the site.

## **CLAUSE -27:PROTECTION OF THE ENVIRONMENT**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the permissible / acceptable values, and shall

not exceed the values prescribed by applicable Laws. The Contractor is required to establish and operate with suitably qualified personnel a system for monitoring the environmental factors that may be directly impacted by the Works and make available such records for inspection of Engineer or duly authorized representatives of government of the country in which Works are executed as and when so required.

**CLAUSE – 28 : MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS, ETC.**

- 28.1 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.
- 28.2 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.
- 28.3 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 – 29: FORCE MAJEURE**

- 29.1 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.
- 29.2 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.

- 29.3 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 - 30 : LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

- 30.1 If the contractor or his labour or sub-contractor, injure destroy or damage boats, pipe lines, 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.
- 30.2 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 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.
- 30.3 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 – 31 : CONTRACTOR'S LIABILITY AND INSURANCE**

- 31.1 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 of Plant, Equipment and Material 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.
- 31.2 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.

31.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at anytime either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.

31.4 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.

31.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

31.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public

liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.

- i) Public liability limits for bodily injury or death not less than Rs. 3,00,000 for one person and Rs. 10,00,000 for each accident.
  - ii) Property liability limits for each accident not less than Rs. 10,00,000
  - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.
- (e) **Care of works:** The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the expiry of contract.
- (f) **Insurance of Contractor's Equipment, Plant and materials.**  
The Contractor shall, without limiting his obligations and responsibilities under clause 31.6(e):
- i) the Materials and Plant for incorporation therein in the Works, to their full replacement cost at Site. Such insurance shall provide for compensation to be payable to rectify the loss or damage incurred,
  - ii) an additional sum of 10 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage

including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature. Such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and

- iii) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.
- iv) The insurance in paragraphs f (i) and (ii) above shall be in the joint names of the Contractor and the Employer and shall cover the Employer and the Contractor against all loss or damage from whatsoever cause arising from the first working day after the Commencement Date until the date of expiry of contract, and the Contractor for his liability for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Contract. It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities under Clause 31.6(e).

#### **CLAUSE – 32 : SUSPENSION OF WORKS**

- 32.1 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.
- 32.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
  - (a) On account of any default on the part of the contractor or
  - (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
  - (c) for the safety of the works or part thereof.
- 32.3 The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

#### **CLAUSE – 33: 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 – 34 : 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– 35 : CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART**

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

- (i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- (iii) Fails to carry on the work in conformity/ accordance with the contract document or mobilize/ supply suitable dredges plants, equipments, labour, materials or other equipments to the dredging site as stipulated in the contract, or
- (iv) fails to commence, carry and execute the work to the satisfaction of the EIC, or
- (v) abandon the work, or

- (vi) Substantially suspend the work or the works for a minimum period of 30 days without any authority/ prior permission of EIC, or
- (vii) commit or suffer or permit any other breach of any of the provisions and terms of the Contract to be performed by him or it is observed that the said breach persists 30 days, after notifying to the Contractor in writing by the engineer requiring such breach to be remedied or
- (viii) the contractor becomes bankrupt, insolvent or goes into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction which amalgamations or reconstruction would assume complete responsibility and liability of the work with the prior approval of the owner and would furnish all guarantees by new formation.
- (ix) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

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

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

## **35.2 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 contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal code 1860 or the Prevention of Corruption Act. 1947 or any other Act enacted for the prevention of corruption by Public Servant shall entitle the Chairman to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special conditions.

35.3 The Engineer-in-Charge shall, on such termination of the contract, have powers

- i) To take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, Enabling and Ancillary works and
- ii) Also any materials, constructional plant, equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such agencies shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid.

35.4 On termination of the contract in full or part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period if the contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause then to be sold, holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amounts under the contract.

35.5 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.

35.6 Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the

Engineer-in-Charge shall have powers to recover the same in accordance with the provisions of the contract.

35.7 The contractor shall not construct any structure even of a temporary nature for any other purpose on IWAI office premises & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the EIC and any such construction, so put up shall be removed by the contractor whenever the EIC or his representative calls upon the contractor to remove. Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the Contractor, shall be decided by the Chairman.

35.8 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) The contractor upon receipt of such notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to work terminated, and upon terms satisfactory to the Authority, stop all further sub-contracting or purchasing activity, related to the work terminated and assist the Authority in maintenance, protection and disposition of the works acquired under the contract by the Authority.
- (iii) Should the contract be determined under the sub-clause (i) of the above said clause, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination.

## **CLAUSE - 36 : COMPLETION TIME AND EXTENSIONS**

36.1 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.

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

- i) Suspension of work as per clause 32 ; or
- ii) "Force Majeure" as per clause 29; or
- iii) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all

that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within seven days of the date of happening of any such events as indicated above.

- 36.3 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 for total maintenance without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within seven days of the date of receipt of such request or within fourteen days of the occurrence of the event.

#### **CLAUSE – 37 : COMPENSATION FOR DELAY**

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 of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay liquidated damages as an ascertained/agreed as per Clause No. 38.

#### **CLAUSE – 38 : LIQUIDATED DAMAGES**

- 38.1 If the contractor fails to maintain the navigational marks and or also not maintain the specified minimum depth and width for continuous two month period as stipulated in the aforesaid tender or any extended period 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 1½ % (one & half percent) per month of delay to be computed per day basis on the total value of the contract for the concerned year subject to a maximum of 10% of the total value of the contract for the concerned year, in addition to the deduction to be applied as per clause 6.0 (V) of technical and special conditions.
- 38.2 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
- 38.3 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.

- 38.4 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 – 39 : INSPECTION AND APPROVAL**

- 39.1 The contractor shall give due notice to the Engineer-in-Charge or his authorized representative for inspection in each sector as per scheduled described in the Contract and the Engineer- in-Charge or his representative shall, without unreasonable delay, unless he consider it necessary and advise the contractor accordingly , examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.
- 39.2 Vessels & logistic is to be kept ready by the for regular inspection to be carried out by the EIC or his representative by their vessels. 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 during every calendar month as per clause 39.3.
- 39.3 Schedule of inspection during every month

Sl. no.	Inspection schedule for sector	IWAI representative	Contractor Representative
1	1 <sup>st</sup> Week of every month	AD/AHS/JHS/TA / SUPERVISOR/ FA	One Surveyor & one supervisor/Engineer
2	2 <sup>nd</sup> Week of every month	AD/AHS/JHS/TA/ SUPERVISOR/ FA	One Surveyor & One Engineer
3	3 <sup>rd</sup> Week of every month	AD/AHS/JHS/TA / SUPERVISOR/ FA	One Surveyor & One supervisor/Engineer
4	4 <sup>th</sup> Week of every month	Director/DD/ AD/ AHS/JHS/ One Officer from HQ	One Surveyor & One senior level officer

DD-Deputy Director, AHS-Assistant Hydrographic Surveyor, AD- Assistant Director  
JHS- Junior Hydrographic Surveyor, TA-Technical Assistant, FA-Field Assistant,

#### **CLAUSE – 40 : MAINTAINANCE CERTIFICATE DURING EVERY MONTH**

The work shall be completed to the entire satisfaction of the Engineer-in-Charge and with in 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 maintenance indicating the date of inspection. 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.

#### **CLAUSE - 41 : MEASUREMENTS**

- 41.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 41.2 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 made during Hy. survey/ inspection.
- 41.3 All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.
- 41.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.
- 41.5 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, taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 41.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 41.7 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 and deviations.

#### **CLAUSE – 42: PAYMENT ON ACCOUNT**

- 42.1 Schedule of monthly payments will be as follows;

Sl. No.	Month	% age of amount payable during each year as per quoted rate for particular year
1	January	10
2	February	10
3	March	10
4	April	10
5	May	7.5

6	June	5
7	July	5
8	August	5
9	September	7.5
10	October	10
11	November	10
12	December	10
Total		100

- 42.2 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for work completed as per contract. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 42.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 42.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 42.4 Payments due to the contractor shall be made by crossed cheque/RTGS by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC/ credited to their bank account as per the details for the same is already furnished.
- 42.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 42.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 42.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract. **Service Tax Registration certificate and proof of payment shall be submitted by the Contractor for reimbursement purpose.**

#### **CLAUSE – 43 : TAXES, DUTIES AND LEVIES ETC.**

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise 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 except service tax, 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. except service tax. However, service tax actually paid by the contractor will be reimbursed on production of documentary evidence.**

#### **CLAUSE-44 : TAX DEDUCTION AT SOURCE**

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

#### **CLAUSE – 45 : 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 - 46 : OVER PAYMENTS AND UNDER PAYMENTS**

- 46.1 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.
- 46.2 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 50 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 46.3 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.

- 46.4 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.
- 46.5 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 50 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 - 47 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

- 47.1 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.
- 47.2 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 – 48 : 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 – 49 : 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 – 50: ARBITRATION**



- 50.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Engineer-in-Charge in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.
  - (ii) If the Engineer-in-Charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Engineer-in-Charge, the contractor may, within 15 days of the receipt of Engineer-in-Charge decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed proforma as per Appendix V, failing which the above said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- 50.2 Except where the decision has become final, binding and conclusive in terms of Sub Para Clause 50.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.
- 50.3 Further, 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 a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter 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 arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

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.

- 50.4 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman IWAI 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.
- 50.5 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.
- 50.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 50.7 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.
- 50.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 50.9 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.
- 50.10 The Arbitration and Conciliation (Amendment) Ordinance 2015 ('the Ordinance') 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.
- 50.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration and Conciliation (Amendment) Ordinance 2015 ('the Ordinance') 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.

**NOTE:** In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

#### **CLAUSE – 51: VALIDITY OF TERMS & CONDITIONS:**

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.

#### **CLAUSE 52: INTEREST**

'No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

#### **CLAUSE 53: ADVANCE PAYMENT**

The Contractor shall be eligible to receive an advance payment to the exclusively for the costs of mobilization in respect of the Works a percentage of the total Contract price.

The mobilization advance will be interest bearing and the **interest @ 10.00% per annum** to be calculated on unrecovered mobilization advance, but in no event exceeding the amount stated in the Appendix to Bid.

Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Clause 3; and (c) provision by the Contractor of an **unconditional Bank Guarantee from any nationalized / scheduled bank** for equal amount in a form and by a bank acceptable to the Employer. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to the paragraph below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates issued in accordance with this clause.

The advance payment shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with this clause.

The recovery of mobilization advance shall commence from 1st Interim Payment Certificate or 90 days from the date of payment of mobilization advance whichever is earlier. The recovery would be @ 12.5% of the gross value of works claimed in the bill to ensure that full mobilization advance is recovered by the time 80% of Contract sum is billed. The interest shall also be recovered from each interim Payment Certificate / Running Account Bill as stipulated in the Appendix to Bid less Provisional Sums, if any, and shall be made at the rate stated in the Appendix to Bid of the amount of all Interim Payment Certificates until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment.

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## SECTION – VII

### TECHNICAL & SPECIAL CONDITIONS

#### **A. OBJECTIVE AND AREA OF WORK**

1. Inland Waterways Authority of India (IWAI) is a statutory body set up in 1986 under the Ministry of Shipping, Govt. of India. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation. **The Objective of the work is to maintain an assured depth of 2.5 meter mainly by dredging and maintenance of channel by Bandalling/dredging at shallow patches / secondary channels and erection of sufficient numbers navigational mark in the maintained navigational channels.**
2. The Brahmaputra river system for a length of 891 km connecting Bangladesh border-Dubri –Jogighopa (Goalpara) – Pandu (Guwahati) - Tezpur - Silghat - Neamati – Bogibil(D/s Dibrugarh) –Dibrugarh- Sadiya was declared as National Waterway 2 (NW-2) in the year 1988. There is considerable difference between flood and lean season discharges and water level. The Brahmaputra is a classic example of a braided river with multiple channels twining around numerous mid-channel and lateral sandbars, locally known as *chars*.
3. The vertical water level difference between flood season (April-September) and lean season (October-March) is about 8-12 m. The current in the river ranges from 0.5 to 5 m/s. However, the current during the lean season seldom exceeds 1.0-2.0 m/s. There is substantial meandering and braiding in the river which during lean season (Oct. to May) results into formation of shoals at various places. The selected bidder will have to identify the best course of navigational channel from time to time and remove shoals [shallow area w.r.t. targeted least available depth (LAD)] by dredging and / or bandalling. The selected bidder is also to provide necessary channel marking for smooth and safe navigation by cargo and passenger vessels up to about 80 m length, about 12 m width and 2.4 loaded draft.
4. **Scope of work:-**

The scope of the proposed work is to provide an assured depth of 2.5 m in navigational channel along with channel markings in the stretch of Silghat- Neamati of National Waterway 2.

  - 4.1 Dredging is to be carried out with suitable cutter suction dredgers having capacity of 300-500 M<sup>3</sup> solids per hour through in shallow patches. Maintenance of a navigational channel of 35.0 m width at shoals and 45 m elsewhere and navigational least depth of 2.5 m throughout the stretch as specified can be done by the combination of dredging and bandalling system. Further, sufficient no. of channel marking (atleast 1 mark per Km and sufficient no. of marks at bends/critical location) are to be erected in the maintained channel in the way it is safe for navigation and can be easily identified as navigation route by the end users during their course of navigation without any assistance. Sufficient number of manpower should be deployed by the contractor on

the dredgers / other works to execute the work at any time of the contract period at his cost. The bidder will also be allowed to deploy its own pilots for assisting cargo and passenger/tourist vessels for their movement. For this, the bidders can charge the fee to the concerned operator as per IWAI's regulation from time to time.

- 4.2 The quantity of dredging, length of bandal and navigational marks is to be ascertained by the bidders as per site condition / own resources / and may also taking into consideration of data available in IWAI website, which gives last ten years occurrence of least available depth in these stretches. However, it is a fact that the quantum of dredging and bandalling varies year to year based on the condition of channel after flood season and it may vary. Before finalizing the bid, it is advised that the bidder would collect necessary information, data, navigational charts of NW-2 or any other site information related to availability of men, material, equipments etc and familiarize himself with site conditions before bidding as per clause 9 of Section-II of ITB.
- 4.3 The Bidder shall inspect and ascertain himself details of horizontal & vertical clearances available at bridges/locks etc. within the National Waterway from the view point of safe mobilisation/ demobilisation of their various equipments to the specified dredging locations. Available information in this regard will be provided to the Bidder by the Authority on request. The contractor shall be liable to bear the expenditure of all manpower, material and equipment required for the work at his cost. Contractor must, therefore, have thorough knowledge about the work prior to submission of his rates. No extra claim in this regard shall be entertained once the contract has been awarded.
- 4.4 The contractor shall submit the rate analysis for the work/sub item in case the IWAI requires the same during the bidding process.
- 4.5 Once the price has been firmed up between the Authority and the Contractor, the same shall remain unchanged without any scope of variation/ alteration/ amendment.

**5.0 Period of Contract:-**

The total period of Contract will be five years only. The performance of work during the contract period of five years will be reviewed on expiry of every year. Dredging and Bandalling work is not normally required to be done during flood period (normally from April to September) but the channel marks need to be erected and maintained during the flood season also. The contract can, however, be reviewed for further extension for a year or part of the year after expiry of contract period of five year based on the performance to be assessed by IWAI / Engineer-in-Charge in an extra ordinary conditions / circumstances on same terms & conditions.

**6.0 Technical Specifications:-**

- (i) The material to be dredged is sand, silt, soft clay or a mixture of these materials, compact and sedimented clay or sand or any other material deposited on the river bed. If the dredger meets any strata such as boulders, ropes, sand stone, stone debris, wooden logs etc., such patches will also be continued to be tackled with a modified cutter or cutter teeth like serrated etc. capable for dredging such materials.

- (ii) Materials dredged may be disposed on to the banks of the waterway or onto the low-lying area ashore in case of narrow portion. In wider reaches, it shall be deposited off far away from the navigational channel and in case the dredged material has a tendency to come back to channel, then its disposal distance shall be increased suitably to avoid repeated work. If required temporary dyke is to be constructed for holding the material as directed by the Engineer-in-charge. The dredged material can also be disposed of in the secondary channel so that it gets silted up benefitting the main channel.
- (iii) The contractor shall identify the disposal sites, obtain necessary permission from Engineer-in-charge and necessary permissions from the land owner wherever required and the expenditure thereof including the payment to the land owners if any for hiring/taking on lease etc for dumping shall be borne by the contractor.
- (iv) The waterway shall be maintained to obtain a channel of 35m bottom width and a depth of 2.5 m in the shoal areas and 45m wide & 2.5m depth in rest of the waterway in entire stretches. The side slopes shall be as naturally formed.
- (v) (a) No additional payment / claim can be considered even though the depth of cut or width of channel is made by the contractor beyond the 2.5 m depth & 35 m width in shoal locations and 45 m of width in case of other sections. In any stretch of dredged channels, if the depth or width is found less than specified under para 6 (iv), the deduction in payment will apply as follows. Decision of EIC to accept the work done with or without the deductions shall be final and binding.

Sl. No	Description	Cumulative <b>Deduction</b> to be applied in each sub stretches in terms of percentage of monthly gross bills under consideration
1	On achieving the assured depth of 2.5 m or above in the entire stretch	Nil
2	On achieving the assured depth of 2.4 m to 2.5 m in any part of the stretch	40% (10% on weekly basis)
3	On achieving the assured depth of 2.3 m to 2.4 m in any part of the stretch	60% (15% on weekly basis)
4	For a depth less than 2.3 m in any part of the stretch	100% (25% on weekly basis)

Maintenance of specified width is essential in the all the above cases. In case of non-maintenance of width as specified above 100% deduction will be applicable on weekly basis inspite of maintenance of required depth throughout in the respective stretches.

(b To give some time to the crew members of contractor for physically understanding the site conditions, during first one month of first lean season (October to March) only, no deduction will be applied on achieving the minimum target of 2.3 m depth in the stretches of Sillghat-Neamati. If the depth recorded in the stretch is less than 2.3 m

then 100% deduction will be applicable on monthly RA bills also during above said period. However on expiry of above said period, the condition laid down in the Para-6.0 (v) (a) above will become effective for deduction from monthly RA bills.”

(c) Monthly RA bill period for first month will be reckoned from the date of commencement notified by the Contractor in writing to EIC after mobilizing the required resources to accomplish the work (not from the date of work order issued by the EIC) and acceptance of the same by the EIC.

- (vi) The measurement of depth in the navigation channel shall be carried out by conducting Thalweg surveys every week jointly by the Contractor and the representative of IWAI under the supervision of Engineer-in-charge or his nominee & its chart should be plotted by the contractor in presence of Engineer representatives. In case of shortcomings observed by the Engineer-in-charge or his nominee, the cross-sectional survey is to be carried out and the cross-sectional interval shall be 10 m apart and soundings shall be taken continuously and plotted at 4 m interval on the cross section. The cross-section shall be extended upto 20 m beyond the limits of the channel on either side.
- (vii) Sounding vessel/ boat, equipment, personal & other logistics required for conducting surveys/ inspection shall be arranged by the contractor at his cost. Generally, recording type echo-sounder with digital output shall be used in all survey work. However, keeping in view the site conditions and practicability/ weather, the Engineer-in-Charge shall decide upon the method of measurement to be adopted. IWAI may consider providing its sounding equipment if requested by the contractor in case of emergency only, if the same is available free of other engagements and **with rental charges prescribed by the Competent Authority of IWAI**. These surveys shall be conducted in Automatic Hydrographic Survey System (HYPACK) and recorded all data including Raw, Edited & sorted data in soft is to be submitted along with the bill besides the other documents like charts etc.
- (viii) The scale of surveys should be 1:5000 for first three weekly surveys in a month: 4<sup>th</sup> / final survey of the month should be in the scale of 1:20000 Contractor will prepare the survey charts and submit to EIC for approval along with Soft copy of survey data/ charts etc., Echo roll, Measurement Book etc. related to the measurement. IWAI will issue the approved charts to the contractor. Contractor is to prepare and submit Running Account (RA) Bills based on the approved charts.

## **7.0 ESCALATION:**

No escalation on any account will be payable under this contract except escalation / variation due to variation in cost of fuel as given below:

### **ESCALATION / VARIATION IN COST OF DREDGING**

- 1 If the prices of HSD (High Speed Diesel)/Fuel which is normally used in cutter suction dredgers and survey vessels etc. required for execution of the work increase or decrease, the contractor shall be duly compensated for such increase/decrease as per

provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available for the work done during the stipulated period of the contract and only for such period for which the contract is validly extended under the provisions of this contract without any action for imposing liquidated damages or any other penalty. Such compensation for escalation in the prices of HSD/Fuel, when due, shall be worked out based on the following provisions;

- 2 The base date for working out such escalation shall be the last stipulated date of submission of bid including extension, if any.
- 3 Escalation for price of HSD/ Fuel only shall be considered for payment. Components of HSD shall be taken as 0.08 (8 % - pre-determined).
- 4 The contract price will be subjected to adjustment on account of variation of price of HSD/Fuel only according to the formula given below:

$$V = \frac{(P-P_0) \times R \times Q}{P_0}$$

Where,

- V - Variation in price on account of HSD/Fuel during the month under consideration.
  - P<sub>0</sub> - Price of HSD/Fuel for the period under reckoning and that valid on the last stipulated date of submission of bid including extensions, if any and Date of award will be considered in case award of work is delayed beyond the original validity period.
  - P - Price of diesel/Fuel for the month under consideration.
  - Q - Diesel/ fuel element factor in the unit rate which for this contract is reckoned as 0.08(fixed).
  - R - Value of the work during the month under consideration as per gross amount of monthly Bill.
- 5 No escalation on any other account except as mentioned above will be payable and the rate should be quoted accordingly.
  - 6 In the event the price of HSD required for execution of the work decrease/s there shall be a downward adjustment of the cost and in this regard the above formula shall mutates mutandis apply.

## 8.0 **OTHER CONDITIONS:-**

- (i) Mobilization / Demobilization charges for the dredgers and its accessories and other logistics for survey/inspection/works etc. should be inbuilt in the bid by the contractor. No additional payment/ claim in this regard will be considered.
- (ii) No shifting charges will be paid to the contractor for shifting of the dredger and its accessories from one shoal to another shoal or from one area to another area in Silghat- Neamati sector of NW-2.
- (iii) Normal barge and vessels/crafts movement in the channel shall not be interrupted by the dredging operation. Interruption in movement of vessel crafts will be counted as non-achievement of the specified width and depths



and deduction in payment will be applicable on weekly basis for the number of weeks or part of week for which the movement of craft/ vessel is interrupted, as per clause 6 of Technical specifications.

- (iv) No idle time charges will be paid to the contractor on any account during the contract period.
- (v) The contractor shall arrange the transits, buoys, lights, mooring etc. at their own cost as required for dredging and also for cautioning other vessels in the waterway.
- (vi) The Engineer-in-charge or his representative will inspect, co-ordinate and measure the work as per the contract condition. He has the right to inspect at any time during the contract period besides the schedule inspections for which contractor's authorized agent shall be available at site during such inspections.
- (vii) The Contractor shall provide the Engineer-in-Charge or his representative boat/ survey launch from shore to dredger and back to shore and movement in the stretch for inspection & supervision. The EIC/ representatives from IWAI Head office, Noida may conduct a surprise inspection by using departmental vessel & equipment and the dimensions recorded during such inspections will be binding on the contractor for the purpose of payment.
- (viii) The contractor may execute the work round the clock and on all days including Sundays and Public Holidays with due permission of the Engineer-in-charge in writing except National Holidays and subject to such restriction as may be imposed by State Govt./local body.
- (ix) If the contractor's personnel or any outside labour employed to work during execution of contract, breaks or damages/destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground etc. 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.
- (x) The right to award, split up work or to reject the offer without assigning any reason is reserved with the Authority.
- (xi) The contractor will submit to the E-I-C bills in triplicate along with the required documents. The bills shall be accompanied with 3 sets each of inspection survey charts.
- (xii) The rates quoted shall include all taxes, duties and any other levies except service tax, which will be re-imbursed to the contractor on actual basis on production of proof of depositing the service tax with Service tax department. No additional payment on any other account shall be payable by IWAI. Any dispute with the local fishermen, for removal of fishing nets, stakes, from the channel to be dredged shall be solved by the contractor. However, on request

IWAI may extend the assistance for solving the issues only through the concerned official/ dept. of the state or local bodies.

- (xiii) The contractor shall mobilize minimum two dredgers in Silghat- Neamati Stretch of specified capacity as mentioned in this contract and to be proposed by the contractor. The contractor shall not change the type, numbers, size and make of dredgers indicated in the proposal without the prior written approval of the Engineer-in-charge.
- (xiv) Contractor shall mobilize additional resources like dredger, equipments, etc. at his cost for maintaining the assured depth of 2.5 m in the entire stretch and also for erection of sufficient numbers of navigation mark as per contract during the entire contract period.
- (xv) If a dredger goes out of order the contractor should arrange for replacement of the same with an equivalent capacity suitable dredger not less than the dredger capacity specified in the contract with the approval of EIC Authority, to ensure continuity of work.
- (xvi) The rate shall be quoted only in Indian Rupees and payment shall be made in Indian Rupees only.
- (xvii) Contractor shall pay special attention for identification of disposal sites with a view to ensure uninterrupted dredging operation and plan in advance disposal details in respect of chainages ahead of location of dredger. In no case, mere non availability of dumping site without any effort by the contractor, IWAI shall not be responsible for delay in the dredging operation/ maintenance of navigational channel.
- (xviii) In case of slow progress of work E-I-C may direct to deploy additional dredgers for completion of the work in time and in such case contractor is bound to mobilise additional dredgers without any cost.
- (xix) In case of obstructions like concrete piles, the structures of fishing nets fallen, plastic debris, fallen trees, etc. are to be removed by the contractor, no extra payment or any benefit will be paid to the contractor in that regard.
- (xx) In case of any local objections against dredging or disposal of dredged spoils, it has to be settled by the contractor. However, on request, Authority will extend liaison/ help to the contractor to approach concerned officials of State Administration.
- (xxi) If the maintenance of navigational channel is stopped continuously for more than 3 days due to law and order, contractor has to report to E-I-C the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit. In case of delay in work E-I-C may taken suitable decision without affecting the main objective of the project.

- (xxii) Weekly progress report has to be submitted by the contractor indicating work undertaken by the Contractor along with the logistics deployed for maintenance of navigational channel.
- (xxiii) The contractor shall adopt adequate precaution and measures such as construction of temporary protection etc. during the dredging operation, to avoid any collapse/ damages to the existing bank. Protection work of the dredged area shall be at his own cost.
- (xxiv) The contractor shall forthwith dispatch, raise and remove any plant (floating or otherwise) belonging to him or to any person employed by him which may be sunk in the course of execution and completion of the works or otherwise deal with the same as the E.I.C. or his representative may direct. Until the same shall be raised and removed, the contractor shall display at night search lights and do all such things for the safe navigation as may be required by the EIC. In the event of the contractor not carrying out the obligations imposed upon him by this clause, the E.I.C. shall raise and remove the same (without prejudice to the right of the IWAI to hold the contractor liable) and the contractor shall pay to the IWAI all costs incurred in connection therewith. The fact that sunken vessel, craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise and remove the same.
- (xxv) During execution of the work if any environmental degradation occurs, consequent on dumping of dredged material or any other reason the same shall be undone or necessary mitigation measures to the satisfaction of E-I-C by the contractor at his cost, without claiming any additional payment from IWAI.
- (xxvi) Any changes incurred on testing of the dredged material, testing/ analyzing the quality of water for adopting environmental safeguards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the contractor. No additional charges on any such account shall be payable by IWAI.

## 9.0 **Bandalling**

The Contractor is advised to follow the followings for maintenance of channel by means of the erection and maintenance of bandals to achieve the target besides the dredging works;

- i) Bandals of required length are erected at shoal sites to increase the depth of main channel for the purpose of navigation or to maintain desired depth in dredged channel. It will include erection, supervision, safe keeping, re-erection and maintenance of bandals and other allied works complete with all labour, materials, boats, temporary and permanent works, taxes, levies, duties etc. as specified in the contract.
- ii) Bandals are fabricated using new bamboos, mats and coir string. Length of each unit of bandal is normally about 30 m/ 15 m and size of screen is 1.2 m x 0.9 m.

These bandals are placed at 30 degree to 45 degree angle to the direction of current driving bamboo poles. The bamboo mats are placed in such a way that only 10 cm. is above the water level and rest inside the water. It is required to be maintained at appropriate level by lowering/raising the mats depending on the change in water level. Bandal needs to be erected according to Figure given in Enclosure 1 & 2. In A type bandal the 90 cm side of the mat will be in vertical position (i.e. 80 cm. inside water and 10 cm. above) and in B type bandal 120 cm. side is in vertical position.

- iii) New harauti/ Jati bamboo of 18-23 cm circumference at 45 cm from the bottom and 7 to 7.5 m long are used for horizontal, vertical and side support. The vertical bamboo pins are driven in proper line with spacing of 60 cm as per drawings enclosed. The number of bamboos required for 15 m length/30 m length are as under:

For 15 m – 40 Nos.

For 30 m – 80 Nos.

- iv) New bamboo mats 1.2 m x 0.9 m made of minimum 1 mm thick and minimum 1.5 to 2 cm. wide bamboo strips closely woven, tied together with the help of bamboo strips and coir string are fixed on vertical bamboo pins of bandal to act as screen as per drawing and direction of EIC. The no. of mats & quantity of thick and thin coir string required during erection of 15 m and 30 m length of bandals generally are as under :

For 30 m

Bamboo mats - 56 nos.

Coir string (thick) – 10 kgs.

Coir string (thin) – 5 kgs.

For 15m

Bamboo mats - 28 nos.

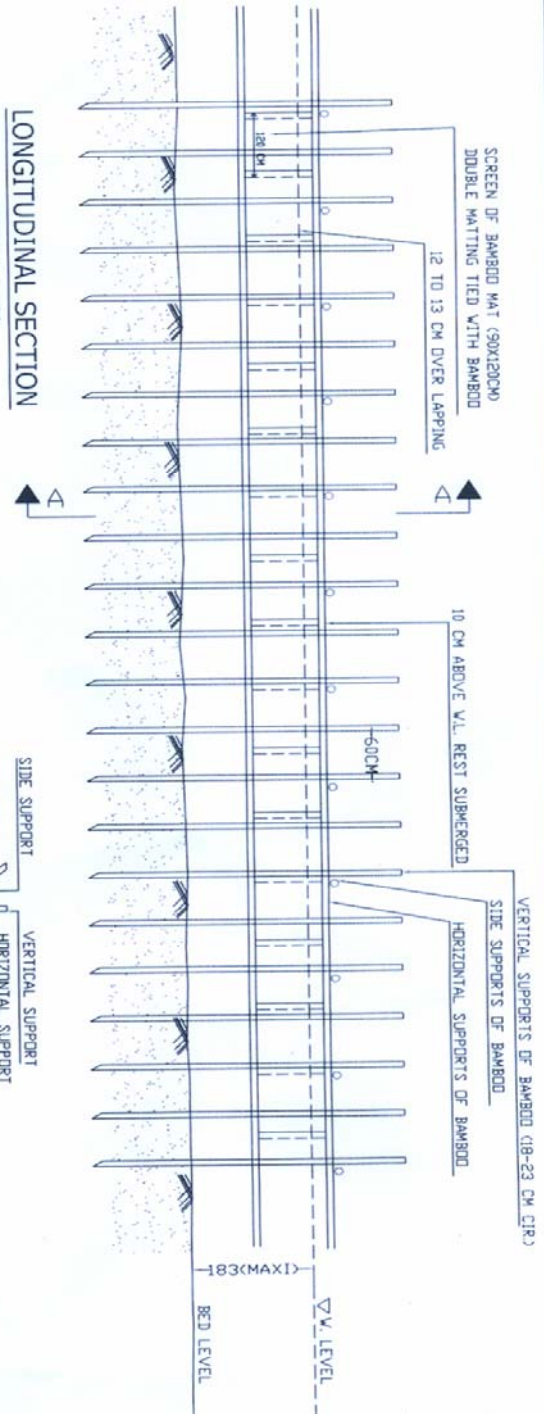
Coir string (thick) – 5 kgs.

Coir string (thin) – 2.5 kgs.

- v) The bandals of specified length can be erected at the sites as per requirement to maintain the navigational channel/depth.
- vi) Erected / re-erected bandals are maintained depending upon the requirements. After certain period sand chur may appear behind one or more length of bandal at one end of alignment of bandal. In that case such one or more units of bandal may require to be removed and re-erected at other alignment.
- vii) During maintenance period, materials of bandal (e.g. bamboo, bamboo mats, coir strings) is changed due to decay of material only.
- viii) For effective bandaling, sufficient anticipated amount of materials (e.g. bamboo, bamboo mats, coir string) is generally be stored at each bandal site so that during maintenance materials may be replaced without any loss of time. Replacement of decayed mats is completed at shortest period and no part of bandal is kept without mats at any time.

- ix) Sometimes it is observed that the required depth of main channel is achieved at any shoal by erecting bandals after a period of time and continuing the bandals is no longer considered necessary. In that case the erected bandals are removed.
- x) Re-erection of bandal at new places is done with the help of salvaged materials obtained from the removed bandal and by using other fresh materials e.g. bamboo, bamboo mats and coir string whatsoever may be found damaged in the process of re-erection.
- xi) Adequate number of boats / logistics are arranged by for erection and maintenance of the bandals at each site are to be arranged by the contractor. Contractor may use power boats/ launches for timely erection and proper maintenance of bandal.
- xii) **The above details of bandals are given only for the guidance of the contractor / bidder since IWAI has long experience of bandals. However, the contractor is free to alter the specification of bandals. In fact contractor is also free to employ every other method of aid for maintenance of targeted LAD. This may include any type of temporary or semi permanent river training works. It is to be reiterated that for performance of this contract or for payments to be made under the contract the only objective / measurement to be made is the LAD recorded on specified joint inspections and not either the quantity of dredging or bandalling or channel marking or anything else. But if the contractor wish to employ any other method (other than traditional dredging or bandalling) he has to request for the same with sufficient details and obtain written permission from EIC for every new innovative works. If such works are found prima facie practical, they will not only be accepted but also be encouraged.**

## **Enclosure-1**



NOTES:-

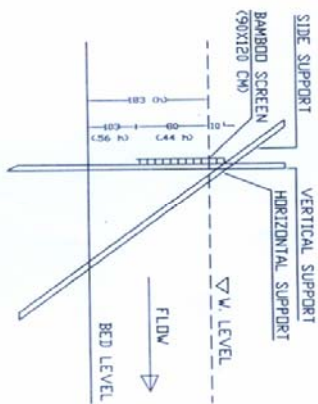
1. JATI BAMBOO PINS 18-23CM CIR. 45CM FROM BOTTOM  
BAMBOO MATS 90X120CM MADE OF MIN. 1.0MM THICK  
AND 15-20CM WIDE BAMBOO STRIPS CLOSELY WOVEN  
2. REQUIREMENT OF BAMBOOS FOR 15M BANDAL  
BAMBOO PINS (VERTICAL) 23 NOS.  
BAMBOO SIDE SUPPORT 12 NOS.  
BAMBOO (HORIZONTAL) 5 NOS.

TOTAL= 40 NOS. BAMBOOS

3. REQUIREMENT OF BAMBOO MATS. (90X120CM)= 28 NOS.  
(FOR 15M BANDAL)
4. ALL DIMENSIONS ARE IN CM

SECTION AT A-A

SCALE :- 1:100

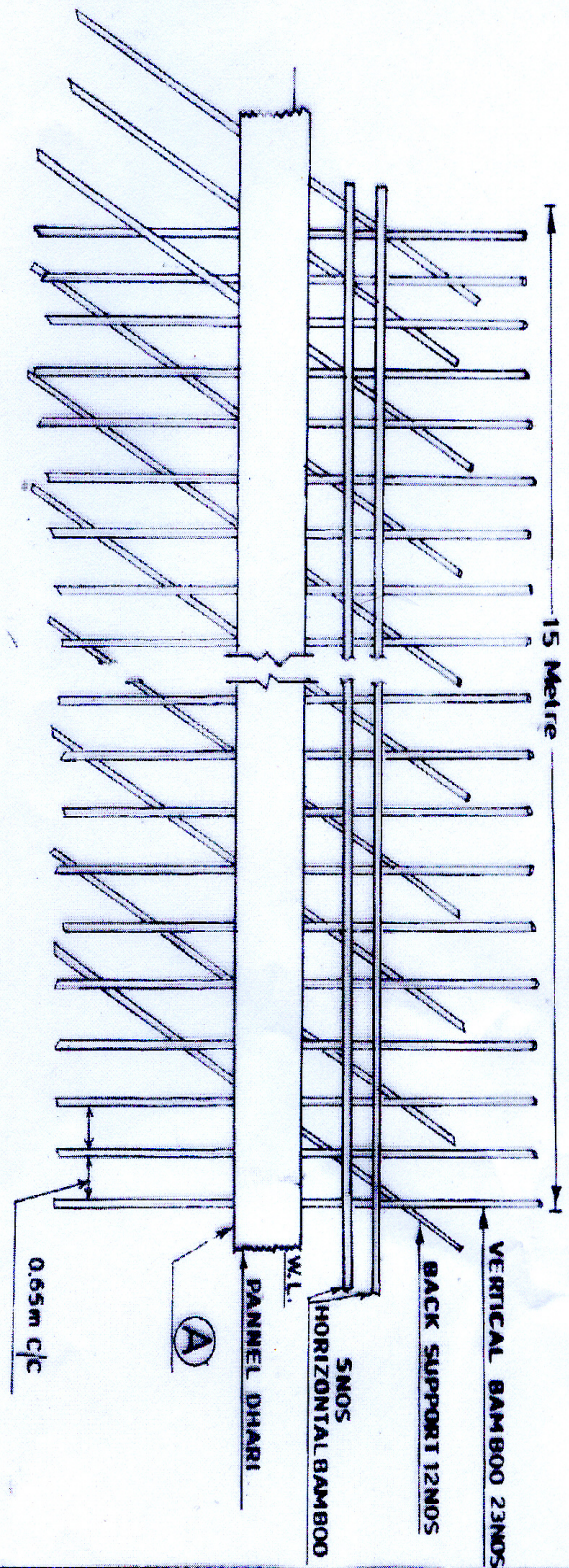


GENERAL ARRANGEMENT OF BANDAL (TYPE-A)	DRG NO: IWA/IGH/3	INLAND WATERWAYS AUTHORITY OF INDIA 5th FLOOR PARMESHWAR BUILDING, CHATRAHATI, GULWARI		
		DRAWN BY	CHECKED BY	APPROVED BY

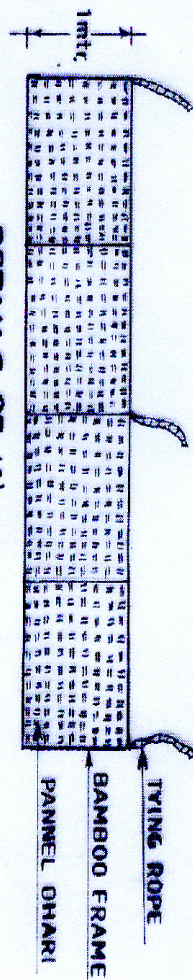


## **Enclosure-2**

## BAMBOO MAT BANDALLING



DETAILS OF 'A'



INLAND WATERWAYS AUTHORITY OF INDIA

## 9.0 Day channel marking

Specified day channel markings are an essential component of navigation through the channel maintained by the contractor under this contract. The inspection of the navigational channel for certifying the maintenance of forgetting LAD will also be carried out in the so marked channel by the contractor. The masters of the inland vessels (the end users) also use these channel marks as a standard guiding aids for safe navigation. Hence this is an important component of responsibility of the contractor under this contract. Therefore the contractor should acquaint himself adequately about the various types of channel marks specified by IWAI under regulation for Prevention of collision of national waterways regulations, 2002. However for ready reference following specification of channel marks need to be followed by the contractor for under this contract. EIC has the right to refuse the weekly inspection if the contractor fails to satisfy EIC about number type and quality of channel markings or if an end user complains in writing with Prima facia evidence about absences, inadequacy or mistakes in channel marking erected by the contractor under this contract. Some important aspects of channel marking to be erected and maintained by the contracts are as follows:-

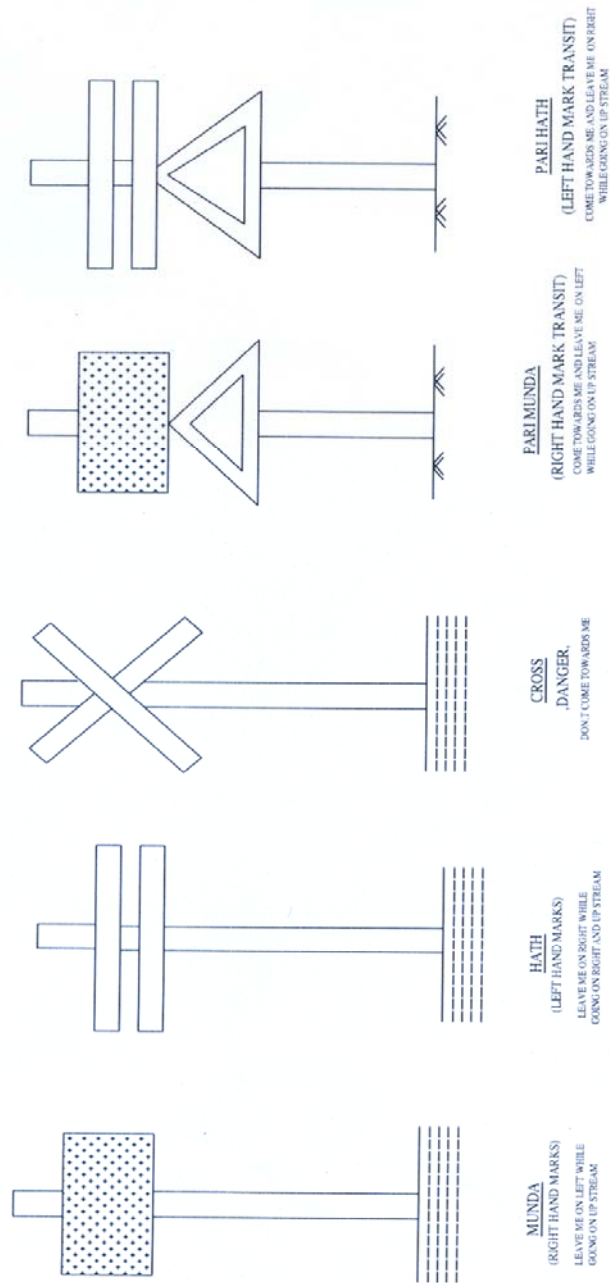
- i) The responsibility of the contract includes erection, supervision, safe keeping, re - erection and maintenance of the channel marks and other allied works and the provision of all labour, materials, mechanized boats, temporary works and everything whether of a temporary or permanent nature required for safe navigation as specified or reasonably to be inferred from the contract.
- ii) For marking the channel, the material used shall be bamboos, bamboo strips, bamboo mats, coir string, straw, lime, etc., the materials and other tools and plants as may be required are to be arranged at different sectors at contractor's own cost.
- iii) Marks shall have to be erected at suitable places as per requirement of E-I-C or his representative and also as per Enclosure-3 herewith. In case, any marks are placed wrongly the same shall be rectified by the contractor at his own cost.
- iv) The contractor shall at his risk and cost, make all arrangements for locating the navigable channels, sand churs, snags, etc., by means of regular soundings along the river and change the position of the marks to indicate the navigable channel by the end users during operating in the stretch.
- v) All the marks termed as right hand marks, left hand marks, channel closing marks and snags (for lean season) and right hand transit mark and left hand transit mark (for flood season) are of variable nature and this can be determined only after conducting the survey in the field. In case of additional requirement of marks, the contractor shall erect the same without additional cost.
- vi) The contractor shall be liable to bear the expenditure of all manpower, material and equipment required for the work at his cost. He must, therefore, have thorough knowledge about the work prior to submission of his rates in the bid. No extra claim in this regard shall be entertained once the contract has been awarded. The marks shall be maintained during the entire contract period. The material used for channel marking thereafter shall have to be removed by the contractor at his risk & cost.
- vii) Bamboo Harauti of 18 to 23 cm circumference at 45 cm (1'-6") from the bottom about 7 to 7.5 mtrs. long are required for marking the channel. The



marks shall be driven properly by using wooden hammer up to at least (one) 1 meter below the ground level. Submerged sand chars, submerged high banks and other possible navigational obstructions shall be duly marked Beginning and end of a channel through churs shall be prominently marked using bamboo poles with bamboo mats reinforced with bamboo strips for being located. These shall also be painted with lime. The reference of marking shall be commenced from up stream of the river and marks shall be put up on the right hand side of the channel or the left hand side of channel as given in Enclosure 3.

- viii) The navigable channel shall be at least 45 m wide (35 m wide at shoals) and 2.5 m deep throughout the year. Marks shall be erected after taking measurement across the river by marked bamboo poles.
- ix) Navigational channel in the crossing from one bank to another shall be marked with transit marks. Where straight reach is available, marking shall be placed at longer distance but shall be visible from first mark. For marking the main channel passing through the shoal / churs the marks shall be erected in water close to the main navigational channel.
- x) All snags shall be marked with proper care. During the flood a number of trees, trunks & other permanent structures which are uprooted in the U/S of the river, flows down & get strangles at marking places even some time in the main channel. For safety of navigation, these obstructions known as snags should be detected first & marks properly. For this special marks (as mid water snag marks, left & right hand snag marks) are being used which may be seen in Enclosure-3. If they are deep in water lying on river bed but allowing sufficient navigation depth in lean period then marking is done by a navigation buoy made of a sealed 15 liter empty oil tin painted red, tied with a wire rope & sunk by a sinker.
- xi) The materials used on the work shall be of good quality conforming to the specifications laid in the contract. The work shall be carried out in a workman like and expeditious manner and the quality of work at each stage shall be monitored by the EIC or its representatives. The EIC's decision as to the quality of such materials and work shall be final and binding on the contractor.
- xii) The contractor shall bear full responsibility for the intimation to the EIC forthwith of any accident and take all necessary action required under relevant Acts and Rules, Marine Rules etc., as the case may be. The contractor shall also report such accidents to the Competent Authority wherever such reports are required under rules. The EIC or his representative must however, be informed immediately in the event of any marine accident. The contractor should also bear full responsibility for all accident, damages or injury caused to any of the IWAI's employees, cause of which is established as due to contractor's carelessness or negligence.
- xiii) In case the contractor fails to maintain the navigational marks according to specification and directive given by the representative of the Engineer-in-charge from time to time, the Engineer-in-charge shall be free to cancel the entire or / part of the inspection to measure LAD or to deduct a percentage of amount for the payment due for that week.

DIFFERENT MARKS OF RIVER ROUTE OF BRAHMAPUTRA



INLAND WATERWAYS AUTHORITY OF INDIA

MARKS ON THE BRAHMAPUTRA TO INDICATE NAVIGABLE CHANNEL	NOTE: MARKS ARE TO BE PLANTED WITH LIME	DRG NO: IWAIGHY/2	INLAND WATERWAYS AUTHORITY OF INDIA 5th FLOOR PARMESHWARI BUILDING, CHATIBARI, GUWAHATI	
			DRAWN BY	CHECKED BY
				APPROVED BY

## **SPECIAL CONDITIONS**

### **A. HOLD HARMLESS:**

- i) The Contractor should indemnify and hold the Authority harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Authority.
- iii) The Contractor should protect, defend and indemnify the Owner from any claims by labourers or Sub Contractors for unpaid work or labour performed in connection with this Contractor.

### **B. CHANGE ORDERS:**

- i) The Contractor should not make any changes in the schedule of work or the Specifications without written authorization by the Engineer in Charge and written concurrence by the Authority.

### **C. UNSATISFACTORY PERFORMANCE:**

- i) In case of unsatisfactory performance/ progress / services by the Contractor, IWAI shall have the right to issue a show cause notice to the contractor requiring him to explain the reason thereof.
- ii) In case of continuation of such unsatisfactory performance / progress / services, IWAI reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the Contractor.

### **C. WARRANTIES:**

- i) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.
- ii) The Contractor should further warrant that the rights of the Authority under the present contract are not and shall not be infringed by any prior or subsequent contract, which may have been or may hereafter be entered into by the Contractor with any other party.

### **D. MISCELLANEOUS:**

- i) The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.

## Appendix to Bid

Bidders are required to sign each page of the Appendix to Bid.

### Conditions of Contract Sub-Clause

Clauses	Definitions
Performance Security Clause 3.1 of General Condition of Contract	The performance security will be in the form of a “unconditional” bank guarantee of any nationalized bank of India for an amount of 10 percent of the Contract Price.
Time for Issue of the Notice to Commence. Clause 12 of General Condition of Contract	20 days from date of issue of Letter of Acceptance.
Amount of Liquidated Damages Clause 38 General Condition of Contract	As defined.
Interest rate payable by the employer for late payment Clause 42 General Condition of Contract	No interest shall be payable by Employer to the Contractor for unpaid sums
Maximum Amount of Advance Payment Clause 53 General Condition of Contract	10 percent of the Contract Price.

## **SECTION-VIII**

### **ANNEX**

## ANNEX -I

### 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 Submission Letter
- (c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule : Bill of Quantity
- (b) Annex
- iv) General Conditions of Contract
- v) Technical and Special Conditions of Contract
- vi) Any other clarifications/addendum/documents issued during bidding stage

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original

tender documents, contractor's offer, minutes of meetings and correspondence between the party ended vide letter No.\_\_\_\_\_ may be referred to by either party. These documents shall take precedence over the compiled documents.

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

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

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

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

For and on behalf of  
Contractor

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Stamp

Stamp

Witness:

Witness:

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

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

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

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

**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.

**Note:** This Proforma suitably amended and approved by the Engineer shall be used for furnishing;

- i) Bank Guarantee for drawing advance payment by the Contractor and
- (ii) To furnish additional performance guarantee, if any, required as per contract.

**SAMPLE FORM FOR SITE ORDERS BOOK**  
**Reference Clause No. 18.4**

Name of work .....

Date of commencement/ period for completion.....

Sl. No.	Date	Remarks of the Inspecting Officer or Contractor	Action taken and by whom	Remarks
1	2	3	4	5

**PROFORMA FOR HINDRANCE REGISTER**  
**Reference Clause No. 18.5**

Sl. No.	Nature of hindrance	Items of work that could not be executed due to this hindrance	Date of start of hindrance	Signature of Representative of EIC	Date of removal of hindrance	Over-lapping period, if any	Net hindrance in days	Weightage of this hindrance	Net effective days of hindrance	Remarks of Engineer-in-Charge
1	2	3	4	5	6	7	8	9	10	11

**Notice for appointment of Arbitrator  
[Refer Clause 50]**

To,

The Chairman, IWAI

.....

.....

Dear Sir,

In terms of clause 50 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputed mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of imitiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Enguneer in charge for decision
17. Date of receipt of Engineer in charge's decision
18. Date of appeal made to Chairman, IWAI
19. Date of receipt of the decision of Chairman, IWAI

Specimen signatures of the applicant  
(only the person/authority who  
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims
- 2.
- 3.
- 4.

Yours faithfully

(Signatures)

**PROFORMA-1****TIME SCHEDULE OF WORK FOR ASSURED DEPTH OF 2.5 M IN SILGHAT-  
NEAMATI STRETCH OF NW-2**

<b>Sl.No.</b>	<b>Details of work</b>	<b>Specified time Period in weeks</b>	<b>Bidder's time period offered</b>
1.	Mobilization of dredger and with its accessories and other logistics required for discharge of commitment as per contract	6 weeks from the date of issue of work order	
2.	Date of commencement for RA bill period of one Month to achieve the target for entire stretch.	1 weeks from the date on request of contractor received by EIC/ date of confirmation by EIC/ actual date of commencement of work, whichever is later.	

(Signature of Bidder)

**PROFORMA-2**

**LIST OF TOOLS AND PLANT INCLUDING FLOATING CRAFTS  
MACHINERY & OTHER EQUIPMENT REQUIRED AND AVAILABLE  
WITH THE CONTRACTOR/ AVAILABLE ON HIRE FOR DEPLOYMENT  
ON THE WORKS UNDER THIS TENDER**

<b>Sl. No.</b>	<b>Name of dredger/ Equipment/ machinery</b>	<b>Qty.</b>	<b>Description size, capacity</b>	<b>Present location</b>
<b>a) AVAILABLE</b>				
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>b) TO BE PROCURED/ HIRED BY THE CONTRACTOR</b>				
<b>1</b>				
<b>2</b>				
<b>3</b>				

**(Signature of Bidder)**

**PROFORMA-3**

**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)**

**APPENDIX-I (A)**

**Power of Attorney for Lead Member of Joint Venture**

*(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)*

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Proposals from interested parties for the “providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway 2 (River Brahmaputra)” and

Whereas, ....., ....., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its proposal for the Project, including but not limited to signing and submission of all, proposal and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway 2 (River Brahmaputra).

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this



Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2016

For ..... (Signature)  
..... (Name &  
Title)

For ..... (Signature)  
..... (Name &  
Title)

For ..... (Signature)  
..... (Name &  
Title)

Witnesses:

- 1.
- 2.

.....  
(Executants)  
(To be executed by all the Members of the Consortium)

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution & power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX-I (B):: Financial Capacity of the Bidder**  
**(of Single Entity Bidder/ Members of Consortium)**

(In Rs. crore)

(1) S.no	(2) Name of the Bidder/Associate/ consortium member	(3) Equity Capital	(4) Reserves and Surplus	(5) Less: Revaluation Reserve	(6) Less: Intangible Assets	(7)=(3)+(4)-(5)- (6) Total Tangible Networth (As on March 20____)
	Single Bidder					
	Member 1					
	Member 2					
	Member 3					
	<b>Total of all members</b>					

**TURNOVER:**

Financial Year	Annual Turnover (in Rs. Crores)
2012-13	
2013-14	
2014-15	

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

The Bidder should provide details of its own Financial Capability or of an Associate under clause 5.3 & 29. If Financial Capacity of an Associate is submitted, a Certificate from Statutory Auditors as per format provided in Appendix-I (E) shall be provided.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3(three) financial years preceding the Proposal Due Date. The financial statements shall:
  - (a) Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) Be audited by a statutory auditor;
  - (c) Be complete, including all notes to the financial statements; and
  - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 5.3. of the Tender document.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. **The Bidder shall provide an Auditor's Certificate specifying the net worth/turnover of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 5.3 of the Tender document.**

**APPENDIX-I (C)**  
**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref.

Date:

To,

Director(P&C)  
Inland Waterways Authority of India  
A-13, Sector-1,  
NOIDA – 201 301  
Uttar Pradesh  
India

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the TENDER document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the TENDER. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

**APPENDIX-I (D)**  
**Joint Bidding Agreement**

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. { ..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. { ..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND,PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

**WHEREAS,**

- (A) Inland Waterways Authority of India (the **“Authority”**), has invited Proposals (the **“Proposals”**) by its Request for Proposal dated ..... (The **“TENDER Document”**) for “providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years” (the **“Project(s)”**) through open tender.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the TENDER document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **“Consortium”**) for the purposes of jointly participating in the Bidding Process for the Project.

- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder shall collectively hold 100% equity during the License Period.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the contract for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the contract for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the authority, in accordance with the term and conditions specified in the tender document and such other agreements/contracts/works orders as may be executed from time to time between the authority and the Consortium's Special Purpose Company.

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the Contract for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years, till such time as prescribed in accordance with the Contract.

**6. Shareholding**

- 6.1 The Lead Member of such Preferred Bidder consortium shall at all time during the License Period hold equity equivalent to at least 51% of the subscribed and paid up capital in the special purpose company incorporated by the parties work as the contractor for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold at

least 26% equity in the subscribed and paid up capital ..... Contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the ..... Contractor.

- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the Contract for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years is achieved under and in accordance with the Contract for providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway no. 2 (river Brahmaputra) for five years, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Proposal Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

**IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of For and on behalf of the LEAD MEMBER**

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of For and on behalf of SECOND PART**

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of For and on behalf of THIRD PART**

(Signature)

(Name)

(Designation)

(Address)



In the presence of:

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

2) \_\_\_\_\_

**Notes:**

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as Board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**APPENDIX-I (E)****Technical Capacity of the Bidder**

<b>Applicant type#</b>	<b>Name of the Assignment (Eligible Project Experience)</b>	<b>Client (Entity by /for which the project was developed/ operated &amp; managed)</b>	<b>Nature of association (Role of the Bidder/Member/Associate, Provide detailed role of the Bidder/Member/Associate)</b>	<b>Start date and date of completion</b>	<b>Name of the entity who has implemented this Project. (If the entity is other than the Bidder, Provide relation with the Bidder whether Associate/ Member of the Consortium, etc.)</b>
<b>Single Entity Applicant</b>					
<b>Joint Venture</b>					
Member 1					
Member 2					
Member 3					
Associate					

**Certificate of Statutory Auditor (in case of Operator)**

Based on the authenticated record of the company, this is to certify that the (Name of the Bidder /Member/Associate) was responsible for operation and management of eligible projects as per clause 5.3 of the TENDER and as per the details provided above during the last five financial years preceding the Bid Due Date

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

### **Certificate from the Statutory Auditor (in case of Project Owner)**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (*name of the Bidder/Member/Associate*) is/ was an equity shareholder in ..... (*title of the project company*) and holds/ held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of the project company from ..... (*date*) to ..... (*date*).

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

#### **Notes:**

- Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in the TENDER. Information provided in this section is intended to serve as a back-up for information provided in the Proposal. Bidders should also refer to the Instructions below
- Experience for any Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- Certificate from the Bidder's statutory auditor (in case of owner/operator) must be furnished as per formats above for Eligible Projects. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
- Appropriate documentary proof (in case of operator /contract) like certificate from respective clients , work orders, completion certificate shall be submitted in this regard substantiating the claims of the bidder under Technical Capacity
- Certificate of Incorporation of Project Company along with certified copies of the audited financial results for last three financial years preceding the Proposal Due Date in case experience is claimed as an Owner and/or operator
- In case of operator only, duly notarized Certificate of Incorporation of the owner company (client)
- Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in contract.
- # A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 5.3, shall be provided.

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 29, the Bidder should also provide a certificate in the format below:

**Certificate from Statutory Auditor/ Company Secretary regarding Associate** <sup>§</sup>

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of the Bidder/Consortium Member/ Associate) is held, directly or indirectly, by ..... (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 29 of the TENDER.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

*Notes:*

- *It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical/Financial Capacity.*
- *§ In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.*
- *£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty percent) in order to establish that the chain of “control” is not broken.*

**Appendix I-(F)**

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT  
THOROUGH ELECTRONIC FUND TRANSFER SYSTEM.**

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

**NAME OF THE PROJECT:**\_\_\_\_\_

**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

**APPENDIX- 1(G)**  
**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 Annex(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)

**BANK GUARANTEE PROFORMA FOR FURNISHING  
EARNEST MONEY DEPOSIT**

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

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated ..... (date) for the work of ..... (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we ..... (name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto ..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... 20... . THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
  - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
  - (d) fails or refuses to submit fresh Bank Guarantee/Demand draft of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

## WARRANTY FORM

M/s ..... (hereinafter referred to as the Tenderer) having carefully studied all the tender documents pertaining to the Contract for **“providing assured depth of 2.5 m in navigational channel in Silghat –Neamati stretch of National Waterway 2(River Brahmaputra)”** and the local conditions having undertaken to execute the said works.

### DO HEREBY WARRANT THAT:-

1. The Tenderer is familiar with all the requirements of the Contract.
2. The Tenderer has investigated the work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Tenderer shall mobilize the necessary equipment, qualified & experienced manpower as per tender conditions.
4. The Tenderer is satisfied that the work may be performed and completed as required in the Contract.
5. The Tenderer accepts all risks directly or indirectly connected with the performance of the Contract.
6. The Tenderer has/had/have no collusion with other Tenderer, with any of the men of the Engineer-in-Charge or with any other person in Authority to execute. The said works according to the terms and conditions of the said Contract.
7. The Tenderer has not been influenced by any statement of promise of the Authority or E-I-C but only the Contract Documents.
8. The Tenderer is financially solvent.
9. The Tenderer is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Tenderer is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.
11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us an Inland Waterways Authority of India regarding works mentioned in the tender without any notice, reason or compensation and non-issue of tender documents in future.

**For and on behalf of the Tenderer**



## **TENDER SUBMISSION LETTER**

\_\_\_ . \_\_\_. 2016

To

Director (P&C)  
Inland Waterways Authority of India  
A-13, Sector 1  
NOIDA 201 301  
U P, India

I/We have read and examined the following documents relating to-----  
-----as specified, of Inland Waterways Authority  
of India, Noida (IWAI):

- i) Tender notice
- ii) Instructions to the Tenderer
- iii) Details to Accompany Technical Bid
- iv) General Conditions of Contract
- v) Special Terms and Conditions of Contract
- vi) Warranty Form
- vii) Technical specifications
- viii) Tender Submission Letter
- ix) Cost schedule
- x) Agreement Form
- xi) Performance Guarantee Form

1. I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.
2. I/We agree to keep the tender open for acceptance for one year counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to "Authority". We also agree that any terms or condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.
3. Rs..... (Rupees ..... ) only as the case may be is attached herewith as Earnest Money.
4. If, after the tender is accepted, we fail to execute the contract deed within 20 days of the receipt of the order to do so, we agree that "Authority" shall without prejudice to any terms and conditions of the tender, forfeit the earnest money (EMD) absolutely.
5. Bid shall remain valid for 180 days from the date of bid closing prescribed by the Authority as per the Clause-25 of "Instruction to the Bidder (ITB)".

6. I/We undertake to commence the work within 20 (twenty) days of issue of letter of commencement after signing of Agreement by the “Authority” and complete the work from the date on which “Authority” issues written order to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents or in default thereof to forfeit the security at the hands of “Authority” the liquidated damages in terms of the contract.
7. Until a formal contract is prepared and executed this bid, together with your written acceptance thereof in your notification of award shall constitute a part of the contract between us.
8. I/We understand that you are not bound to accept the lowest priced or any bid that you may receive.

Signature\_\_\_\_\_

In the capacity of

\_\_\_\_\_

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

Witness\_\_\_\_\_

Date\_\_\_\_\_

Address\_\_\_\_\_

Postal address\_\_\_\_\_

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

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

E-mail \_\_\_\_\_



**PROVIDING ASSURED DEPTH OF 2.5 M  
NAVIGATIONAL CHANNEL IN SILGHAT-  
NEAMATI STRETCH OF NATIONAL  
WATERWAY NO. 2 (RIVER BRAHMAPUTRA)**

**PART – II**

**PRICE BID**

### **PRICE SCHEDULE (BoQ-1 : Silghat- Neamati)**

(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only). It may be noted that the bidder has to fill in rates only for the first year (i.e. column no. 5). For the subsequent years the rate would be automatically generated with escalation as indicated.

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures for the FIRST YEAR ONLY (including all taxes but excluding service tax) To be entered by the Bidder Rs. P	BASIC RATE In Figures for the Second year increased by 7% over the first year rate (including all taxes but excluding service tax) Rs. P	BASIC RATE In Figures for the Third year increased by 7% over the Second year rate (including all taxes but excluding service tax) Rs. P	BASIC RATE In Figures for the Fourth year increased by 7% over the Third year rate (including all taxes but excluding service tax) Rs. P	BASIC RATE In Figures for the Fifth year increased by 7% over the Fourth year rate (including all taxes but excluding service tax) Rs. P	TOTAL AMOUNT (including all taxes but excluding service tax)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1	Providing assured depth of 2.5 m in navigational channel (of 35 meter wide at shoal locations and 45 meter wide in remaining) in Silghat-Neamati(chainage:440-630 km) stretch of National Waterway No. 2 (River Brahmaputra) including the sufficient number of navigational marks required for identification of channel by the end users complete as per tender									
1.01	Price for different year	1	Nos		0.0000	0.0000	0.0000	0.0000	0.00	INR Zero Only
<b>Total in Figures</b>									<b>0</b>	INR Zero Only