



# **E-TENDER DOCUMENT**

**FOR**

**DESIGN, CONSTRUCTION AND SUPPLY  
OF ONE NO FRP BOAT WITH VVIP  
RETROFITMENT AND 500 hp CAPACITY**

**AUGUST 2018**

**TENDER NO. IWAI/HY./106NWs/2018**

**Inland Waterways Authority of India**

**(Ministry of Shipping, Govt. of India)**

**A-13, Sector-1, Noida – 201 301 (UP)**

Tel (0120) 2522969, Fax (0120) 2522969

Web site: [www.iwai.nic.in](http://www.iwai.nic.in),

<https://eprocure.gov.in/eprocure/app>

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

## **NIT FOR PUBLICATION IN NEWSPAPER**



**INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, SECTOR-1, NOIDA - 201301**

**TENDER NO. IWAI/HY./106NWs/2018**

**E-Tender for Design, Construction and Supply of 1 no FRP  
Boat with VVIP retrofitment and 500 hp capacity**

Inland Waterways Authority of India invites online bids/ tender from reputed, experienced indigenous shipbuilders for design, construction & supply of one no 1 FRP Boat with VVIP retrofitment and 500 hp capacity to be delivered at Allahabad. The tender document may be downloaded from the website of IWAI [www.iwai.nic.in](http://www.iwai.nic.in) & CPP portal website <https://eprocure.gov.in/eprocure/app> from 13.08.2018 and submit the cost of tender document / e-tender processing fee of Rs.5000/- through RTGS only payable in favour of "IWAI Fund INTERNAL RECEIPTS" in the A/c no. 90622150000086, IFSC Code - SYNB0009062, Syndicate Bank, Branch Transport Bhawan, New Delhi-110001. The scanned copy of the RTGS receipt with transaction ID certified by the same bank must be enclosed along with the e-bid. The online bid submission closing date and time is 28.08.2018 at 15:30 hrs.

**HYDROGRAPHIC CHIEF**

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**(SECTION-I)**

**NOTICE INVITING E-TENDER**



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector 1, Gautam Buddha Nagar, Noida 201 301

Tel (0120) 2522969, Fax (0120) 2522969

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

<https://eprocure.gov.in/eprocure/app>

### **NOTICE INVITING E-TENDER**

Inland Waterways Authority of India (IWAI) hereby invites online tenders/bids (Technical bid and Financial Bid) from reputed and experienced indigenous Shipbuilders for Design, Construction and Supply of 1 no FRP Boat with VVIP retro fitment and 500 hp capacity to be delivered at Allahabad at a total estimated cost of Rs. 1.49 Cr. as given below. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

Sl. No.	Description of work	Estimated cost (excluding GST) (Rs. in Lakh)	Bid Security (EMD) (Rs. In Lakh)	Time of completion
1	Design, Construction and Supply of 1 no FRP Boat with VVIP retro fitment and 500 hp capacity			
A.	Design, Construction & supply of 1 no FRP Boat with VVIP retro fitment and 500 hp capacity with following Principal dimension: i) Length – 13.0 m ii) Beam – not exceeding 4.5m iii) Draft – 0.5 m iv) Air draft – 3.0-m v) Trial speed -30 knots	140	2.80	3 months

### **TERMS & CONDITIONS**

1.1 Interested bidders may download the bid document from IWAI's website <http://www.iwai.nic.in> and CPP Portal Website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in Critical Date Sheet as under-

### **CRITICAL DATE SHEET**

<b>Publishing Date</b>	13/08/2018
<b>Document Download start Date</b>	13/08/2018
<b>Document Download End Date</b>	28/08/2018 at 1500 hrs
<b>Seek Clarification Start Date</b>	14/08/2018
<b>Seek Clarification End Date</b>	20/08/2018 at 12:00 hrs.

<b>Pre Bid Meeting Date</b>	20/08/2018 at 14.30 hrs.
<b>Bid Submission Start Date</b>	14/08/2018
<b>Bid Submission Closing Date</b>	28/08/2018 at 15:30 hrs
<b>Bid Opening Date</b>	29/08/2018 at 15:30 hrs

## **2. Eligibility Criteria :**

The eligibility criteria for the participation in the tender for above work shall be as follows:

This invitation of bids is open to all reputed and experienced indigenous shipbuilders/firms having at least ten years' experience and satisfactory performance record for the design, construction and supply of FRP Boats (PVC-Honeycomb) sandwich material

- i) Bidders engaged in Construction of only Dumb Barges/Boats or engaged in repairs and maintenance of vessels will not be eligible.
- ii) The bidder must have the shipbuilding yard and requisite facilities of his own or on lease/rent basis existing on the day of submission of bid.
- iii) The bidder must have the qualified and experienced technical manpower for design, construction and delivery on schedule.
- iv) The bidder should have a good record of delivering vessels on time.
- v) The bidder should have financial solvency of not less than the amount equal to 40% of estimated cost of schedules quoted for and submit the scanned copy of solvency certificate from a Nationalized Bank/Scheduled Bank as the Documentary evidence.
- vi) Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
- vii) The Earnest Money as in Clause 17 of ITB (Information to Bidders) is to be deposited along with bid is to be submitted 100% by RTGS
- viii) The firm should have average annual financial turnover during the last three years ending 31st March of the previous financial year of at least 100% of the estimated cost.
- ix) The firm should have experience of having successfully completed similar works during last 10 years ending last day of the month previous to the one in which bids are invited, either of the following:

- a) Three similar completed works costing not less than the amount equal to 40% of estimated cost.
- b) Two similar completed works costing not less than the amount equal to 60% of estimated cost.
- c) One similar completed work costing not less than the amount equal to 80% of estimated cost.

Similar works are as defined in Para 2(i)

3. The pre bid meeting will be held on 20/08/2018 at 14.30 hrs. in IWAI Office at Noida.
4. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 15:30 hours on 28/08/2018. The technical bids would be online opened on 29/08/2108 at 15:30 hours in the presence of the representatives of the bidders, if any.
5. The proposal, or any query or clarification on the bid document shall be submitted to the following address:

Hydrographic Chief  
Inland Waterways Authority of India,  
A-13, Sector-I,  
Noida – 201 301  
E-mail ID - [hc.iwai@nic.in](mailto:hc.iwai@nic.in)  
Tel (0120) 2522969 Fax (0120) 2522969  
Website: [www.iwai.nic.in](http://www.iwai.nic.in).

6. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

**Hydrographic Chief  
IWAI.**

**(SECTION-II)**  
**INSTRUCTION TO BIDDERS & APPENDIX TO**  
**BID**



## Section II: Instructions to Bidders

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## **Section II**

### **Instructions to Bidders (ITB)**

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/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 through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra 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 through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/ formats.
- 14) 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.

- 15) 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.
- 16) 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.
- 17) Bidder should submit the Tender 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.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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.
- 28) 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.

- 29) 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.
- 30) 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.
- 31) 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.
- 32) For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

Hydrographic Chief  
Inland Waterways Authority of India,  
A-13, Sector-1,  
Noida – 201 301  
Tel (0120) 2522969, Fax (0120) 2522969  
Website : [www.iwai.nic.in](http://www.iwai.nic.in)

## **A. General**

### **1. Scope of Bid**

- 1.1** The Owner (as defined in the Appendix to ITB) invites online bids for **“Design Construction and supply and successful trial run of 1 no FRP Boat with VVIP retro fitment and 500 hp capacity”** to be delivered at Allahabad as described in these documents and referred to as “the works”. The name of the work is provided in the Appendix to ITB.
- 1.2** The successful bidder will be expected to complete the works by the delivery schedule as follows:  
*Delivery of 1 no FRP Boat with VVIP retro fitment and 500 hp capacity - within 3 (three) months from the date of issuance of work order/letter of acceptance.*
- 1.3** Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/Tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

### **2. Source of Funds**

- 2.1** The expenditure on this project will be met by Inland Waterways Authority of India (IWAI).

### **3. Eligible Bidders**

- 3.1** This invitation of bids is open to all reputed and experienced indigenous shipbuilders/firms having at least ten years’ experience and satisfactory performance record for the design, construction and supply of FRP Boats (PVC-Honeycomb) sandwich material with similar or higher size/ capacity as already described in NIT.
- 3.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any Public undertaking, Autonomous Body, Authority by whatever name called under the Central or the State Government.

### **4. Qualification of the Bidder**

- 4.1** This invitation for online bids is open to all manufacturers and their dealers registered with the applicable authorities under the appropriate laws for the time being in force in India.
- 4.2** All bidders shall include the scanned copy of following information and documents with their bids online.
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Total monetary value of similar works performed for each of the last ten years.

- (c) Experience certificate in works of a similar nature and size for each of the last ten years with satisfactory performance certificates from clients.
- (d) Evidence of availability (either owned or leased or rented) of shipyard where the vessels are proposed to be built. The bidder to submit the details of the yard owned by them, in case the yard is on lease or rented, a copy of the lease or rent agreement to be enclosed as evidence. No change of yard or place of construction will be allowed.
- (e) Qualification and experience of key site management and technical personnel proposed for the contract.
- (f) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past five years.
- (g) Evidence of adequacy of working capital for this contract [access to line(s) of credit and availability of other financial resources].
- (h) Proposals for subcontracting components of the works amounting to more than 10% of the contract price.
- (i) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (j) Details of the contracts if any having delay in completing the work more than one year over and above contractual delivery period. In the event of no case, similar statement is to be submitted.
- (k) Valid income tax clearance certificate.
- (l) PAN & GST Registration Certificate.

#### **4.3 Joint venture or consortium:**

4.3.1 Bidder shall be either single firm or Joint Venture (JV) or an Indian lead firm supported by another firm (s) (Indian or Foreign). However proof of forming JV on a non-judicial stamp paper of Rs100/- having notary affidavit / Authorization letters of supporting firm (s) should be submitted at the time of submission of bid. The successful bidder is required to register their JV/consortium under Registration Act on payment of stamp duty. If the bidders want they may register under Indian Companies Act 1956 or any other applicable law where the legality of registration of JV/consortium is established beyond doubt. The proof of registration of JV or consortium shall be submitted within 21 days of issue of letter of acceptance by IWAI. The expenditure on 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.

Joint venture is allowed with two or more firms but limited to maximum three. If a Bidder constitutes (under applicable laws) a

joint venture they shall submit and comply with the following requirements: -

- a) 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.
- b) 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.
- c) Lead partner shall be nominated as being partner-in- charge; and this authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners.
- d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- e) 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 (c) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).
- f) 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. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and

undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.

- h) The bid submitted shall include all the relevant information as required and furnished separately for each partner of the Joint Venture.
- i) The lead partner shall have minimum 51% share or equity participation.
- j) The 2<sup>nd</sup> partner shall have minimum 26% share. Shares of the other partner shall be within rest 23%.
- k) In case the lead partner does not meet the requisite eligibility and qualifying criteria, technically or financially, the second partner must meet the balance qualification & experience.

4.3.2 In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a consortium may be two or more firms but limited to maximum three.
- (b) The proposal should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the Vessel Building Contractor during the License Period. The nomination(s) shall be supported by a Power of Attorney, as per the format, signed by all the other members of the Consortium;
- (d) The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (e) The members of a Consortium shall incorporate a special purpose vehicle as Vessel Building Contractor under the provisions of Companies Act, 1956, (as their wholly owned subsidiary) to execute the Project, if awarded to the Consortium;
- (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of making the Proposal. The Jt. Bidding Agreement, to be submitted along with the Proposal, shall, inter alia
  - (i) Convey the intent to form with shareholding/ ownership equity commitment(s) in accordance with this TENDER, which would enter into the Vessel Building Contract and subsequently perform all the obligations of the bidder in terms of the Contract,
  - (ii) Clearly outline the proposed roles and responsibilities of each member;



- (iii) Commit that in case such consortium of entities is the Preferred Bidder, the Preferred Bidder shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the Vessel Building Contractor; in whose subscribed and paid up capital, the Preferred Bidder shall collectively hold 100% equity during the License Period.
- (iv) 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 of the Vessel Building Contractor. Further, the second consortium member 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 of Vessel Building Contractor/operator 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 Vessel Building Contractor.
- (v) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder consortium in relation to the Project until the expiry of the contract.
- (vi) Statement of Legal Capacity ;
- (vii) Copy of Memorandum and Articles of Association of the all members of the Consortium;
- (viii) Providing summary of Financial capacity of the Bidder.
- (g) Except as provided under this TENDER and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- (h) No change in the composition of a Consortium will be permitted by the Authority during the Bidding process
- (i) In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible as per the terms hereunder.

4.3.3 If the Bidder is a public listed company, it shall submit a copy of its Annual Financial statements for the last 3 (three) financial years preceding the Proposal Due Date clearly setting out the relationship of Associates with the entity whose technical/financial capacity is relied upon. In case a bidder [other than a public listed company], relies on the eligibility capacity of its Associates, they shall be required to submit a Certificate from their respective statutory auditors stating that the entity whose Technical/Financial Capacity

is considered for the purposes of this TENDER and the Bidder are Associates in terms hereof. In case the experience of Associate is claimed by a Bidder, the Bidder shall ensure that such entity continues to remain its Associate through the term of Contract.

4.3.4 For purposes of this TENDER, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

**4.4 A** To qualify for award of the Contract, each bidder should have Achieved average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year (design, construction and supply of FRP Boats (PVC-Honeycomb) sandwich material with similar or higher size/ capacity as already described in NIT.

- a) Of at least 100% of the estimated cost as prescribed in Notice Inviting – E-Tender for which bid has been invited.
- b) Satisfactorily completed as a prime contractor of similar works during last ten years ending last day of month previous to the one in which bids are invited should be either of the following:
  - i. Three similar completed works costing not less than the amount equal to 40% of estimated cost.
  - ii. Two similar completed works costing not less than the amount equal to 60% of estimated cost.
  - iii. One similar completed work costing not less than the amount equal to 80% of estimated cost.

The similar work constitutes design, construction and supply of FRP Boats (PVC-Honeycomb) sandwich material with similar or higher size/ capacity as already described in NIT.

(Escalation factor as specified in the appendix shall be used to bring the value of the such completed works at the level of current financial year i.e. 2018-19)

**4.4 B (a)** Each bidder must produce:

- (i) An affidavit on a Stamp Paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive. Scanned copy to be submitted online.

**(b)** Each bidder must demonstrate:

(i) Evidence of availability (either owned or leased or rented) of shipyard where the FRP Boats are proposed to be built. The bidder to submit the details of the yard owned by them, in case the yard is on lease or rented, a copy of the lease or rent agreement to be enclosed as evidence.

(ii) Availability of technical, managerial and skilled personnel for this work.

**4.5** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

(i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring.

(iii) tampered the bid document in any manner.

## **5. One Bid per Bidder**

**5.1** Each Bidder shall submit only one online Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

## **6. Cost of Bidding**

**6.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Owner will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

## **B. Bidding Documents**

### **7. Content of Bidding Documents**

**7.1** The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 9:

1. Notice Inviting Tender
2. Instructions to Bidders
3. Forms of bid and Bank Guarantee
4. Conditions of Contract

(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)

5. Technical Specifications

**7.2** The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

## **8. Clarification of Bidding Documents**

**8.1** A prospective Bidder requiring any clarification of the bidding documents may notify the owner in writing or by facsimile at the owner's address indicated in the Notice Inviting Tenders. The Owner will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Owner's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**8.2.1** If a pre-bid meeting is to be held, the bidder or his official representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

**8.2.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

**8.2.3** The bidder is requested to submit any questions in writing or by fax so as to reach the Owner not later than one week before the meeting.

**8.2.4** Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded.

**8.2.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **9. Amendment of Bidding Documents**

**9.1** Before the deadline for online submission of bids, the Owner may modify/amend/make addition in the bidding documents for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder by issuing addenda/corrigendum.

**9.2** Any addendum/corrigendum uploaded on website shall be part of the bidding documents. Corrigendum/Addendum will be available on website. The modification /amendment/additions in the bidding document shall be binding on the prospective bidders.

**9.3** To give prospective bidders reasonable time in which to take a corrigendum/addendum into account in preparing their bids, the Owner shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 19.2.

**C. Preparation of Bids**

**10. Language of Bid**

**10.1** All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

**11. Documents Comprising the Bid**

**11.1** The Bid submitted by the Bidder shall be in two separate parts:

**Part I-** This shall be named Technical Bid and shall comprise scanned copies of:

- I. For bidding documents downloaded from the website <https://eprocure.gov.in/eprocure/app>, the scanned copy of the RTGS receipt for the cost of the bidding documents with transaction ID certified by the same bank must be uploaded. The original RTGS is to be deposited in the office before the bid submission closing date.
- II. A scanned copy of the Earnest Money must be uploaded. The original of the Earnest money deposit to be deposited in the office before the bid submission closing date.
- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4;
- IV. Undertaking that the bid shall remain valid for the period specified in clause 14.1;
- V. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. A scanned affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief must be uploaded. The original affidavits to be deposited in the office before the bid submission closing date.
- VII. Form of bid.
- VIII. The scanned copy of the Program and Method Statement/Work Plan, 3D MODEL OF PROPOSED BOAT and the Activity Schedule for the entire work including design, model testing, construction, procurement of major machineries, installation, testing and commissioning works for both Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity to be delivered at Allahabad.

**Part II.** It shall be named Financial Bid and shall comprise of: (i) Cost schedule (BOQ).

## **12. Bid Prices**

- 12.1** The Contract shall be for the whole Works, as described in Clause 1.1, based on the cost schedule submitted by the Bidder.
- 12.2** The bidder shall quote rates and prices for all items of the Works described in the cost schedule.
- 12.3** All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 12.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.
- 12.5** Bidder to ensure that GST on all input (materials and services) available as Input Tax Credit for the seller should be excluded from the cost bid on IWAI.

## **13. Currencies of Bid and Payment**

- 13.1** The prices shall be quoted in Indian Rupees. All payments shall be made in Indian Rupees.

## **14. Bid Validity**

- 14.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 19. The Owner as non-responsive shall reject a bid valid for a shorter period.
- 14.2** In exceptional circumstances, prior to expiry of the original time limit, the Owner may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

## **15. Earnest Money/Bid Security**

- 15.1** The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the Appendix to ITB.
- 15.2** The Earnest Money shall, be submitted 100% by RTGS only payable in favour of "IWAI Fund" in the A/c no. 513202050000007, IFSC Code: UBIN0551325, Union Bank of India, Branch – Secotor-15, Noida.  
The scanned copies of the RTGS receipt for tender cost and EMD with transaction ID certified by the same Bank must be enclosed along with the e-bid. In case the EMD and tender fee receipt are not enclosed along with the e-bid, the bid is liable for rejection.

The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as Performance Security/Security Deposit.

**15.3** Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Owner as non-responsive.

**15.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 14.1.

**15.5** The Bid Security/Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. sign the Agreement; and/or
  - ii. furnish the required Performance Security.

## **16. Alternative Proposals by Bidders**

**16.1** Bidder shall submit offers that fully comply with the requirement of the bidding document including conditions of contract. Conditional offer or alternate offer will not be considered further in the process of tender evaluation.

## **17. Format and Signing of Bid**

**17.1** The Bidder shall submit online bid comprising of the documents as described in Clause 11 and other documents as specified in the tender.

**17.2** The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid. Signed copy may be sent separately to IWAI to reach on or before the due date of opening of the bid. **However, financial bid has to be submitted only on line.**

**17.3** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

## **D. Submission of Bids**

### **18. Online submission of Bids**

**18.1** The Bidder shall submit online bids.

## **19. Deadline for Submission of Bids**

**19.1** Complete online Bids (including Technical and Financial) must be received by the bid submission closing date and time.

**19.2** The Owner may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Owner and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **20. Modification and Withdrawal of Bids**

**20.1** Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 19.

**20.2** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 shall result in the forfeiture of the Bid security pursuant to Clause 15.

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

### **21. Bid Opening**

Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online bids received shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clause 25.2 shall be opened on a subsequent date, which will be notified to such bidders.

**21.1** The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid made pursuant to Clause 20 in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.

**21.2** Bidder's names, the presence of bid security and such other details, as the Owner may consider appropriate will be announced by the Owner after the opening.

**21.3** After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause



11.1, thereafter on fulfilling the criteria laid down in Clause 25.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

**21.4** The Owner shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of online opening of financial bids.

**21.5** At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 21.4 and the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening.

## **22. Process to be Confidential**

**22.1** 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 attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid

## **23. Clarification of Bids and Contacting the Owner**

**23.1** During the evaluation of the bids, the owner may, at its discretion, ask the bidder to provide any additional information/clarification in relation to its bids as may be deemed fit by the owner. The bidder shall in all cases where such request has been made by the owner, submit within such period and in such manner as may be specified by the owner in the request so made. Failure of the bidder to furnish such additional information as may be requested by the owner, the owner may in its sole discretion deem such bid as non-responsive. The bidder shall not have any right to challenge the same or any claims arising from such bid being deemed non-responsive by the owner.

**23.2** No bidder shall contract the owner on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any attempt by the bidder to influence the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

## **24. Examination of Bids and Determination of Responsiveness**

**24.1** During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is

accompanied by the required securities; and (d) is responsive to the requirements of the bidding documents.

After the above process is completed the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document, clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

## **25. Evaluation of Bids**

**25.1** Selection of the bidder for “Design Construction and supply of 1 no FRP Boat with VVIP retro fitment and 500 hp capacity”

**25.2** Technical evaluation shall be based on the offer satisfying the 4 criteria.

(i) Availability of vessel building facility along with infrastructure/ machineries to justify the capability of the yard to construct and deliver the vessels to be furnished in the format given at **Appendix-1.**

(ii) Out put of the shipyard in terms of number and cost of vessels during the preceding ten years from the date of receipt of the bid as specified in Notice inviting E-tender to be furnished in format given at **Appendix-2.**

(iii) Contract non-performance (during preceding 10 years) - to be furnished in format given at **Appendix-3.**

(iv) Financial details: Financial performance during preceding 10 years - to be furnished in format given at **Appendix-4.**

**All the above Appendices should contain full information of last ten years. Non-submission of complete information will lead to rejection of bids.**

**25.3** Verification of the facts furnished by the bidders may be made by the owner by visiting the establishment/yard of the bidders prior to finalizing the technical evaluation.

**25.4** If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.

**25.5** The evaluation of the financial bids shall be done together for all types of FRP Boat. It will be based on the lowest financial offer received for the work i.e DESIGN, CONSTRUCTION AND SUPPLY OF ONE NO FRP BOAT WITH VVIP RETROFITMENT AND 500 hp CAPACITY

**F. Award of Contract**

**26. Award Criteria**

**26.1** Subject to Clause 28, the Owner will award the Contract to the Bidder after evaluation as per Clause 25.

**27. Owner's Right to accept any bid and to reject any or all bids and/or increase and decrease work.**

27.1 Notwithstanding Clause 26, the Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 Owner's action. Owner also reserve the right to split the work to one or more parties depending on capability of the yard and increase/decrease the work requirement.

**28. Notification of Award and Signing of Agreement.**

**28.1** The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period and confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**28.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.

**28.3.** The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder after the performance security is furnished and within 15 days of issuance of Letter of Acceptance.

**28.4** Upon the furnishing by the successful Bidder of the Performance Security, the other Bidders will be informed that their Bids have been unsuccessful.

**29. Factors Affecting the Award of the contract.**

**29.1** The bidder should have its own contract support facilities. The support facilities should be fully owned and managed by the bidder.

**29.2** Conformity with the request for bid/tender required and conditions.

**29.3** The assessment of the capability of the bidder to meet the terms and conditions.

**29.4** The bidder must have executed similar orders, for which the bidder is quoting as indicated in clause 1 of ITB for Government/ semi Government/Autonomous Organisations/reputed Private Organisations.

### **30. Performance Security**

**30.1** Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Owner a Performance Security of Five percent of the Contract Price, for the period of 28 days after the expiry of defect liability period of 12 months from the date of supply and testing.

**30.2** The performance security shall be in the form of a Bank Guarantee from a scheduled Bank.

**30.3** Failure of the successful bidder to comply with the requirement of sub-clause 30.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

### **31. Advances**

The owner will not tender any advance to the successful party.

### **32. Corrupt or Fraudulent Practices**

The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with Inland Waterways Authority of India and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

The Owner requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

<u>Appendix to ITB(Instructions to Bidders)</u>																	
	The Owner should fill out this Appendix to ITB before issuing the bidding documents The insertions should correspond to the information provided in the Invitation for Bids.																
(1)	The Owner is Chairperson, Inland Waterways Authority of India.																
(1.1)	Engineer-In-Charge is Hydrographic Chief, IWAI.																
(2)	The Works is “Design, Construction and Supply of 1 no FRP Boat with VVIP retrofitment and 500 hp Engine”.																
(3)	The value shall be as mentioned in Bid Notice. Escalation factor (for the cost of works completed during the last 7 years ) may be taken as follows: [CI. 4.4A(b)]  <table style="margin-left: 40px; border: none;"> <thead> <tr> <th style="text-align: left;">Year Before</th> <th style="text-align: left;">Multiplying Factor</th> </tr> </thead> <tbody> <tr> <td>One .....</td> <td>1.07</td> </tr> <tr> <td>Two .....</td> <td>1.15</td> </tr> <tr> <td>Three .....</td> <td>1.23</td> </tr> <tr> <td>Four .....</td> <td>1.31</td> </tr> <tr> <td>Five .....</td> <td>1.40</td> </tr> <tr> <td>Six .....</td> <td>1.50</td> </tr> <tr> <td>Ten .....</td> <td>1.60</td> </tr> </tbody> </table>	Year Before	Multiplying Factor	One .....	1.07	Two .....	1.15	Three .....	1.23	Four .....	1.31	Five .....	1.40	Six .....	1.50	Ten .....	1.60
Year Before	Multiplying Factor																
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Three .....	1.23																
Four .....	1.31																
Five .....	1.40																
Six .....	1.50																
Ten .....	1.60																
(4)	Place, Time and Date for pre-bid meeting are: Place: NOIDA (will be intimated later, in case of change, if any) Time 14:30 hrs Date 20/08/2018																
(5)	Language of the bid is English																
(6)	The amount of Earnest Money shall be as mentioned in NIT.																
(7)	The EMD/bid security shall be 100% by RTGS. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crore as per the latest Annual Report of the Bank.																
(8)	The Owner's address for the purpose of Bid submission is Inland Waterways Authority of India, A-13, Sector-I, Noida – 201 301.																
(9)	The deadline for submission of bids shall be: Time & Date : As prescribed in Notice inviting E-tender																
(10)	The date, time and place for opening of the Bids are: (A) Technical Bid :Date, Time & Place : As prescribed in Bid Notice (B) Financial Bid (For qualified bidder) Date, Time & Place : (Will be intimated later)																
(11)	The amount and validity period of the performance guarantee is: Amount: 5 % of the contract price. Validity Period: (i) Performance security shall be valid until a date 28 days after the expiry of Defect Liability Period of 12 months																

## Appendix - 1

**Availability of vessel building facility including infrastructural facilities, machineries, etc. which will be utilised for the work under tender.**

<b>Name &amp; Address of the Ship Builder</b>	<b>Detailed Particulars</b>
(i) Building Dock/Slipway including fabrication/ construction bays (details including number, dimension, location and layout of shipyard to be given). Whether covered or open.	
(ii) Skids/Mould loft for modular construction (details including number, dimension and location to be given). Whether covered or open.	
(iii) Design and drawing office of own or tie up with experienced Design Consultant/ Naval Architect with brief resume.	
(iv) List of Manpower, machinery, equipment etc.	
(v) Facilities for carry out outfitting job in afloat condition indicating location and area as applicable for said work.	

Name & signature of  
the authorized signatory

**APPENDIX - 2**

**CREDENTIAL IN CONSTRUCTION OF VESSELS SUCH ASFRP BOATS  
ACCOMMODATION BOATS ONTHE SHIPYARD DURING PRECEDING  
10 YEARS**

Sl. No.	Name of the contract	Name and Address of employer	Cost of Work	Date of Award	Date of completion		Type of Vessel and specification
					Schedule	Actual	

Name & signature of  
the authorized signatory

**APPENDIX – 3**

**LIST OF CONTRACT OF NON-PERFORMANCE OF WORKS (DURING  
PRECEDING 10 YEARS)**

<b>Sl. No.</b>	<b>Name of Contract</b>	<b>Name and Address of employer</b>	<b>Date of award</b>	<b>Date of completion as per contract</b>	<b>Physical status</b>	<b>Reason for non-completion</b>	<b>Any revised date fixed for completion</b>	<b>Whether under Litigation</b>

Name & signature of  
the authorized signatory



**APPENDIX - 4**

**LIST OF CONTRACT & THEIR PAYMENT RECEIVED (DURING PRECEDING 10 YEARS)**

<b>Sl. No.</b>	<b>Name of Contract</b>	<b>Name and Address of firms</b>	<b>Date of award</b>	<b>Cost of contract</b>	<b>Date of completion as per contract</b>	<b>Actual date of completion</b>	<b>Any cost overrun allowed indicating reasons</b>	<b>Revised cost if any</b>

Name & signature of  
the authorized signatory

**(SECTION-III)**

**FORMS OF BID, INTEGRITY AGREEMENT & BANK  
GUARANTEE AND COST SCHEDULE**

**PART - I**

**TENDER ACCEPTANCE LETTER**

(Form of bid/ tender acceptance to be given on Company Letter head along with  
Technical bid)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: TENDER NO. IWAI/HY./106NWs/2018

Name of Tender / Work: DESIGN, CONSTRUCTION, SUPPLY OF 1 NO FRP BOAT  
WITH VVIP RETROFITMENT AND 500 HP.CAPACITY

Dear Sir,

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

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

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

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

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

5. In case any provisions of this tender are found violated , 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.

6. Having examined the Bid Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Cost schedule for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy defects therein in conformity with the said bid documents.

7. We undertake, if our Bid is accepted, to commence the work immediately on receipt of the order to commence, and to complete and deliver the two Design,

construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity to be delivered at Allahabad comprised in the Contract within the period stated in the bid hereto.

8. Bid Security of Rs. .... in the form of .....is enclosed herewith.

9. If after the tender is accepted, we fail to execute the contract deed within 15 days of the receipt of the order to do so, I / We agree that IWAJ shall without prejudice to any terms and conditions of the tender, forfeit the Bid Security absolutely.

- I. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee/Demand draft
- II. to be jointly and severally bound on us, in accordance with the Conditions of Contract.

11. We agree to abide by this Bid for the period of One Hundred and Twenty (120) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any other person other than the person authorized by the Owner or use such information in any manner prejudicial to the safety and integrity of the works.

Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized \*\*  
with official seal

To sign Bid for and on behalf of \_\_\_\_\_  
(In block capital letters)

Address : \_\_\_\_\_  
\_\_\_\_\_

Signature of Witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_  
\_\_\_\_\_

---

\*\* Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

**PART - II**

**To be signed by the bidders' and same signatory competent/Authorized to sign the relevant contract on behalf of IWAI.**

**INTEGRITY AGREEMENT**

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

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Hydrographic Chief, 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 NO. IWAI/ HY./ 106NWs/ 2018** (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for " Design, construction, supply and commissioning of two Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity to be delivered at Allahabad " 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 endeavor 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)/Contractor(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 willful 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 :

## **SCHEDULES**

### **SCHEDULE 'A' : Salient Features of the work.**

**Name of Work :** DESIGN, CONSTRUCTION AND SUPPLY OF ONE NO FRP BOAT WITH VVIP RETROFITMENT AND 500 hp CAPACITY

**Estimated cost of work:** The work is estimated to cost Rs.140 Lakh excluding taxes

**(a) Earnest Money** : Rs 2.80 Lakh

**(b) Performance Guarantee & Security Deposit:** 5% each (Total 10%) of tendered value.

### **SCHEDULE 'B': General Rules & Directions with reference to General Conditions of Contract:**

- (i). Officer inviting tender:** - Hydrographic Chief IWAI
- (ii). Tender Accepting Authority:-** Chairman, IWAI
- (iii). Time allowed for submission of Performance Guarantee as per clause 5.1 of GCC from the date of issue of letter of acceptance:-** 10 days
- (iv) Specifications to be followed:-** As per the technical specification and other clause in the tender

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To

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

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

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

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

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

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

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

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

Signature and seal of the  
Guarantor.....

Name of the Bank

.....

Address.....

Date.....

In the presence of .....

1.....  
(Name of Occupation)

2.....  
(Name of Occupation)

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

## AGREEMENT FORM

THIS AGREEMENT made this..... day of ..... 20....BETWEEN Inland Waterways Authority of India, hereinafter called the Owner of the ONE PART AND M/s. .... an existing Company within the meaning of companies Act, 1956 having its registered office at..... as CONTRACTOR, which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest of the OTHER PART.

WHEREAS THE OWNER proposes to award the work of Design, construction supply and delivery of **one No no FRP Boat with VVIP Retrofitment and 500 hp capacity** for its own purpose and the CONTRACTOR has agreed to supply the same on the terms and conditions mentioned below:-

1. The Contractor will Design, construction supply and delivery of **one No no FRP Boat with VVIP Retrofitment and 500 hp capacity** and deliver it at Allahabad in accordance with the subject to the conditions of contract, hereto annexed and marked and the specifications and schedule attached hereto all of which form part of this agreement.
2. The consideration payable therefore shall be the sum of Rs..... Payable as stated and on the condition expressed in Clause 14 of conditions of contract.
3. The following documents shall be deemed to form and be read and construed as part of the agreement viz:
  - a. Agreement
  - b. Bid Notice
  - c. Instructions to bidders
  - d. General conditions of the contract
  - e. Special conditions of the contract
  - f. Technical specifications and drawings
  - g. Form of bid
  - h. Cost schedule
  - i. Letter of acceptance

IN WITNESS whereof the IWAI has caused ..... on their behalf to hereunto set his hand and the contractor has hereunto see his hand/the Company has caused its common seal to be affixed hereunto the day and year classification society above written.

(a) Signed by ..... the contractor above named in the presence of;

1. ....

2. ....

(b) \* The common seal of ..... was hereunto affixed pursuant to a resolution of the Board of Directorate passed at a meeting of the Board used on the ..... Day of ..... In the presence of ..... ..

Witness

Signed by .....  
(Director of the Company)

Witness

Signed by .....  
For and on behalf of Inland  
Waterways Authority of India  
A-13, Sector-1, NOIDA (U.P) 201301

(\*To be used in the case of a Company)

## Cost Schedule

### (Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity)

Validate    Print    Help

#### Item Rate BoQ

Tender Inviting Authority: Hydrographic Chief, IWAI

Name of Work: DESIGN, CONSTRUCTION AND SUPPLY OF ONE NO FRP BOAT WITH VVIP RETROFITMENT AND 500 hp CAPACITY

Contract No: IWAI/Hy./106NWs/2018

Name of the Bidder/ Bidding Firm / Company :	
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#### PRICE SCHEDULE

(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 )

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT in Words
1	2	3	4	5	7	8	10
1	Work	item1					
1.01	DESIGN, CONSTRUCTION AND SUPPLY OF ONE NO FRP BOAT WITH VVIP RETROFITMENT AND 500 hp CAPACITY	item1.1	1.000	Nos		0.00	INR Zero Only
10	GST if any	item1.2	1.000	Nos	0.00	0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>	



**SECTION-IV  
CONDITIONS OF CONTRACT**

**PART-I**

**GENERAL CONDITIONS OF CONTRACT  
AND CONTRACT DATA**

GENERAL CONDITIONS OF CONTRACT

**C O N T E N T S**

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CLAUSE-2	:	INTERPRETATIONS
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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 Chairperson, 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 tenderer 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 Chairperson, 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 Chairperson, 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) **Chairperson:** means Chairperson of Inland Waterways Authority of India.
- (ix) **Hydrographic Chief :** means the Hydrographic Chief of the Authority.
- (x) **Director** means the Director of the Authority, as the case may be.

- (xi) **S.H.S.** means the Senior Hydrographic Surveyor of the Authority, as the case may be.
- (xii) **A.H.S.** means the Asstt. Hydrographic Surveyor of the Authority, as the case may be.
- (xiii) **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.
- (xiv) **Day** : means a calendar day beginning and ending at mid-night.
- (xv) **Week** : means ten consecutive calendar days
- (xvi) **Month** : means the one Calendar month.
- (xvii) **Site** means the waterway and / or other places through which the works are to be executed.
- (xviii) **Vessel(s) : Vessel** is the Design, construction supply and delivery of **one No no FRP Boat with VVIP Retrofitment and 500 hp capacity** to be delivered at Allahabad in accordance with the contract and with modification, if any, as mutually agreed upon.
- (xix) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawing approved in writing by the Engineer-in-Charge and shall also include drawings/ charts issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xx) **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.
- (xxi) **Work/ works:** means work / works to be executed in accordance with the contract.
- (xxii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers.
- (xxiii) Tendered value means the value of the entire work as stipulated in the letter of award.
- (xxiv) A **Defect** is any part of the Works not completed in accordance with the Contract.

**(xxv) The Defects Liability Certificate** is the certificate issued by Owner, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

**(xxvi) The Defects Liability Period** is 12 months calculated from the Date of delivery of the Design, construction supply and delivery of **one No no FRP Boat with VVIP Retrofitment and 500 hp capacity at Allahabad.**

## **CLAUSE – 2: INTERPRETATIONS**

- 2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 2.2 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. (a) PARTIES**

The parties to the contract are the contractor and the owner.

### **(b) AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:**

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Chairperson on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and make or authorize the making of a purchase of the vessels at the risk and cost of such person and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase. The provisions of clause 11 apply to every such purchase as far as applicable.

### **(c) ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE OWNER**

(i) For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post due to Chairperson, Inland Waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Budh Nagar Distt (U.P.) 201301. The Contractor shall be solely responsible for the

consequence of an omission to notify a change of address in the matter aforesaid.

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

**CLAUSE-4. AUTHORITY OF THE CHAIRPERSON:**

For all purposes of the contract including arbitration proceeding there under the Chairperson on behalf Authority shall be entitled to exercise all the rights and powers of the owner

**CLAUSE – 5: PERFORMANCE SECUTIRY**

- 5.1 The contractor shall be required to deposit an amount equal to 5 % of the tendered value of the work as performance guarantee in the form of either RTGS payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee of any scheduled bank or State Bank of India in accordance with the form prescribed within 10 days of the issue of the work order.
- 5.2 Performance of contract including warrantee period of 12 months on the guarantee with respect to workmanship and material etc. shall be initially valid up to the stipulated date of completion plus 28 days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 5.3 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full or in part and shall be absolutely at the disposal of the authority.

**CLAUSE – 6: SECURITY DEPOSIT/RETENTION MONEY**

The owner shall retain security deposit of five percent of the amount from each payment due to the contractor until completion of the whole work.

**CLAUSE-7: RELEASE OF PERFORMANCE SECURITY/GUARANTTEE AND SECURITY DEPOSIT.**

- (1) The performance security and security deposit/retention money aggregating to 10%( 5% each) of the contract price will be released to

the contractor when the defect liability period of 12 Months after the delivery of the Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad is over and the Engineer-in-charge has certified that the defects, if any, notified by the Engineer-in-charge to the contractor before the end of this period have been corrected.

- (2) No claim shall lie against the owner either in respect of interest or any depreciation in value of any security deposit, P.G. or E.M.D.
- (3) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairperson or his duly authorized representative to forfeit either in whole or in part, the performance security and security deposit/retention money furnished by the contractor. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Chairperson on behalf of the Authority shall refund the performance security and security deposit/retention money to the contractor after deducting all costs and other expenses that the owner may have incurred and all dues and other money including all losses and damages which the owner is entitled to recover from the contractor.

**CLAUSE-8: RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTION OF THE CONTRACT**

**(i) RISK IN THE CONSTRUCTIONS:**

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad and every constituent part thereof, whether in the possession or control of the contractor, his agents or employees or in the joint possession of the contractor, his agents or employees or purchaser, his agents or employees shall remain in every respect of at the risk of the contractor until their actual delivery to the representatives at the stipulated place or destination( Allahabad) or, where so provided in the acceptance of tender, until its delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad from any cause whatever while the Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad after approval by the inspector are awaiting delivery or are in the course of transit from the contractor to the consignee or, interim consignee as the case may be.



**(ii) RESPONSIBILITY FOR COMPLETENESS:**

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

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

**(iii) SUBLETTING THE CONTRACT:**

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

**(iv) (a) CHANGES IN A FIRM**

(i) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Chairperson on behalf of Authority which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.

(ii) On the death or retirement of any partner of the contractor firm before complete performance of the contract the Chairperson on behalf of Authority may, at his opinion cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the owner.

(iii) If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the owner by registered post acknowledgement due.

## **CONSEQUENCE OF BREACH:**

Should the contractor or a partner in the contractor firm commit breach of either of the conditions (iii) or (ii) (a) (I) of this sub clause it shall be lawful for the owner to cancel the contract and purchase or authorize the purchase of the vessels at the risk and cost of the contractor and in that event the provisions of clause 48& 56 of **GENERAL CONDITIONS** shall as far as applicable apply. The decision of the Chairperson on behalf of Authority as to any matter or thing concerning or arising out of this sub-clause or any question whether the contractor or any partner of the contract firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contract.

## **(V) ASSISTANCE TO THE CONTRACTOR:**

a) The contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for fulfilment of the contract and the grant by “the owner or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of iron and steel, or any other commodity or any other form of assistance in the procurement of the material aforesaid, shall not be construed as a representation in the part of the purchase that the material covered by such license or permit quota certificate is available or constitute any promise, undertaking or assurance on the part of the owner regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the contractor obtains any materials at less than their market price or the cost of production of the vessel is lowered, the price of the vessels payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the owner whose decision shall be final and binding on the contractor.

(b) Every agreement made by Chairperson on behalf of the Authority to supply or give assistance in the procurement of materials, whether from the Govt. Stock or by purchase under permit or release order issued by or by any officer empowered in that behalf of Govt. shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Chairperson on behalf of Authority whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the contractor.

## **CLAUSE-9. INABILITY TO PERFORM CONTRACT:**

Should the Contractor’s preparation for the commencement of the work, or any portion of it or his subsequent rate of progress may be, from any cause whatever, so slow that in the opinion of the inspector, which shall be conclusive, the contractor will be unable to

complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract should he neglect to comply with any directions given to him by the inspector or in any respect fail to perform the contract, the owner shall have power to declare the contract at an end, in which case the contractor shall be liable for any expense, loss or damage which the owner may incur or sustain by reason, of or in connection with contractor's default.

#### **CLAUSE – 10: QUOTATION OF RATES BY CONTRACTOR**

The price quoted by contractor shall be firm with no provision for any deviation as per the cost schedule. The price shall include the cost of the material, equipment, machineries, the import/custom duty, all tax and duties including cost of dry docking, test& trial, transportation/Shipping and delivery at Allahabad, India.

If the vessels are delivered as dry cargo, the dry docking is not necessary. In case, the same are delivered after sailing in the river/sea, dry docking shall be done at the sole cost of the builder. Accordingly, provision is to be made and rate to be quoted.

#### **CLAUSE – 11: DELEGATION OF POWERS**

The Chairperson on behalf of Authority may from time to time delegate to any person operations to be named by him such of the powers, authorities and discretion's vested in him by the contract as he may think fit and the contractor shall recognize such person or persons on written notice from the Chairperson of him or their appointment and of the powers, authorities and discretion's respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretion's so delegated provided that the Chairperson on behalf of Authority shall not delegate the powers, authorities and discretion's conferred on him by the clause 66 hereof.

#### **CLAUSE-12: RISK OF LOSS OR DAMAGE TO AUTHORITY OR OWNER'S PROPERTY**

(1) All the property of the Authority or Owner loaned whether with or without deposit to the contractor in connection with the contract shall remain the property of the authority or the Owner as the case may be. The contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

(2) All such property shall be deemed to be in good condition when received by the contractor unless he shall have within ten days of the receipt thereof notified the Chairperson to the contrary. If the contractor fails to notify any defect in the condition or equality

of such properties he shall be deemed to have lost the right to do so at any subsequent stage.

(3) The contractor shall return all such property in good condition. The contractor shall be able for loss or damage to such property in the possession of or under the control of the contractor, his employees or agents and responsible for the full value thereof to be assessed by the Chairperson on behalf of authority whose decision shall be final and binding on the contractor.

(4) Where such property is insured by the contractor against loss or fire at the request of the authority or the Owner such insurance shall be deemed to be affected by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

**CLAUSE-13: CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT:**

The contractor shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measures which the inspector may require the contractor to take for the proper completion of the contract though no special provision in respect thereof may have been made in particular.

**CLAUSE-14: TIME AND DATE OF COMPLETION OF WORK**

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

**CLAUSE-15: PROGRESS REPORT**

(1) The contractor shall from time to time tender reports concerning the progress of the contract in such form as may be required by the Chairperson on behalf of Authority.

(2) The submission, receipts and acceptance of such reports shall not prejudice the rights of the owner under the contract, nor shall operate as a stopple against the owner merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

**CLAUSE -16: CERTIFICATE AND FEES**

All test certificates and other certificates are to be handed over to the owner or his representative on completion of the vessels by the contractor with the report that the vessels are ready for delivery. The contractor shall pay all the fees in connection with the certificates and all royalties or incur other fees during the construction of the vessels.

**CLAUSE - 17: CONTRACT PRICE**

**(a) CONTRACT PRICE:**

Subject to any deduction and addition authorized by and to the other provisions of this contract, Owner shall pay to the contractor for the building, equipment, testing and delivery at specified destination, for the vessels including Dry Docking (import and customs Duty if applicable) and for all other works, matters, things and obligations to be executed, done, supplied and performed by the contractor under this contract including the provision of the hull inventory as specified (which said amount is herein called the contract price) by the time and in the manner following viz.

- i) 90% of the payment will be done after Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad and its successful tests and trials and delivery of the vessels.
- ii) 10% after satisfactory operation for a period of 2 months from the date of trial.

**(b) SYSTEM OF PAYMENT:**

Unless otherwise agreed in writing between Chairperson on behalf of Authority and the Contractor payment for the works shall be made by Chairperson on behalf of Authority as in clause 16 (a) upon production of the certificate of the inspector appointed by owner for the inspection of the construction of the vessels against the installment due. The contractor must submit the bills and necessary documents allowing 30 days from the date of submission for the payment of installment subject to the condition that the amount of an installment payment shall in no case exceed the value of the work done.

**CLAUSE - 18: WITHHOLDING AND LIEN IN RESPECT OF SUM CLAIMED**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the owner shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, deposited by the contractor and for the purpose aforesaid the owner shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from

the contractor, the owner shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the owner or the government or any person contracting through the owner pending finalization or adjudication of any such money so withheld or retained under the lien referred to above, by the owner will claim arising out of or under the contract is determined by the arbitrator.

#### **CLAUSE – 19: INDEMNITY**

(1) The contractor shall at all-time indemnify the owner against all claims which may be made in respect of the vessels for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the owner, the owner shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.

(2) The contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent of trade mark for fulfillment of the contract.

#### **CLAUSE – 20: TESTS**

20.1 The contractor shall be solely responsible for :

- i) Carrying out the mandatory tests as prescribed by IR Class and or any approved IACS Member for the Work
- ii) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

20.2 If the Owner instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

#### **CLAUSE – 21: CURRENCIES**

All payments will be made in Indian Rupees for supply of 2 nos. Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad with accessories.

#### **CLAUSE – 22: SUFFICIENCY OF TENDER**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover

all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.

**CLAUSE – 23: CONTRACT DOCUMENTS**

- 23.1 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.
- 23.2 The Contractor shall be furnished free of charge certified true copy of the contract document.
- 23.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good condition 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.
- 23.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

**CLAUSE – 24: DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- 24.1 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) Indian Standards Specifications of BIS.
- 24.2 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 correct intent and meaning of the drawings and specifications shall be final and binding.
- 24.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 24.4 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/discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly, the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.
- (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 tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

**CLAUSE-25: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE**

- 25.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/ parts to be used or workmanship achieved in connection with the works.
- 25.2 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.
- 253 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.
- 25.4 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 – 26: 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 sublet, the 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 – 27: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED**

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 firm. 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 agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 57 hereof and the same action will be taken and the same consequences shall ensue as provided for in the said clause-57.

**CLAUSE – 28: COMMENCEMENT OF WORK**

The contractor shall commence the work at the respective sites within 15 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

**CLAUSE – 29: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.**

29.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner in strict conformity with the specifications laid down in the contract document or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in

respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.

29.2 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 and charts/drawings issued to the contractor from time to time
- (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.

29.3 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.

### **CLAUSE – 30: SETTING OUT THE WORKS**

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

### **CLAUSE - 31: CONTRACTOR'S SUPERVISION**

31.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, a qualified and experienced 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 supervise the execution of the works with such additional assistance in each trade, as the work involved shall require and considered essential by the Engineer-in-Charge. Further the 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.

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

## **CLAUSE - 32: INSTRUCTIONS AND NOTICE**

- 32.1 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.
- 32.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 32.3 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.
- 32.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work through a "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).
- 32.5 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.

## **CLAUSE - 33: PATENT RIGHTS**

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 indemnification 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.

#### **CLAUSE – 34: MATERIALS**

- 34.1 The contractor shall at his own expenses provide / arrange all materials required for the bona-fide use on work under the contract.
- 34.2 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 own cost, the materials/parts as may be specified by the Engineer-in-Charge. Further the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of materials/parts consumed in such tests and also the expenses incurred thereon including the cost of the testing charges, shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.
- 34.3 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 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 - 35: 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 – 36: LABOUR**

- 36.1 (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 on the work within the site the contractor shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued therefrom from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairperson 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.
- 36.2 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 accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.
  - ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 36.3 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 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.
- 36.4 The Contractor shall also comply with the provisions of all 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:
- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The list is indicative only, otherwise the contractor should be aware of all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law

- 36.5 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. 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 the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 36.6 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 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 on account of deduction made from the wages of the workers 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.
- 36.7 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-35.4 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 Acts/Laws stipulated in Clause-35.4 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 Acts/Laws/Rules mentioned in Sub-Clause 35.4 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 Acts/Laws/Rules/Codes as mentioned under Sub-Clause 35.4 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.

- 36.8 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 35.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 36.9 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.
- 36.10 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.
- 36.11 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 Acts/Rules referred in clause 35.4 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect

statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 35.4 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.

36.12 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 Regulations.

36.13 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.

36.14 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.

36.15 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 permission of the Engineer-in-Charge.



### **CLAUSE – 37: FORCE MAJEURE**

- 37.1 The term Force Majeure 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, hostility, 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.
- 37.2 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.
- 37.3 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 - 38: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

- 38.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to IWAI or to any person during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.
- 38.2 If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective design or defective/ 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.

38.3 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 employees shall be to the account of the contractor, who shall make good the loss.

### **CLAUSE – 39: CONTRACTOR'S LIABILITY AND INSURANCE**

39.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

39.2

- 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-38.2(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 minimize 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.

- 39.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at any time either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- 39.4 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.
- 39.5 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.
- 39.6
- (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.1,00,000 for one person and Rs. 2,00,000 for each accident.
  - ii) Property liability limits for each accident not less than Rs. 1,00,000;
  - 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.

#### **CLAUSE – 40: SUSPENSION OF WORKS**

- 40.1 The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) 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.
- 40.2 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.
- 40.3 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.
- 40.4 If the suspension is ordered for the reasons under the Clause 39.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part

**CLAUSE – 41: 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 (with the prior approval of competent authority 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 – 42: 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 -43: INSOLVENCY AND BREACH OF CONTRACT:**

The Chairperson on behalf of Authority may at any time, by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events, that is to say:

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

composition with his creditors or suspend payment or if the firm be dissolved under the partnership act, or

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

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

#### **CLAUSE- 44: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR**

44.1 If the contractor

- (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; **or**
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; **or**
- (iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under clause 36 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
- (b) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.

44.2 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the tendered value of the work.

- 44.3 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- 44.4 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 44.5 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
- 44.6 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

**CLAUSE-45: POWERS OF THE OWNER TO TAKE POSSESSION OF VESSELS AND MATERIALS IN CERTAIN CASES AND COMPLETE WORKS:**

Subject to the terms of the contract, in the event of the contractor making default in the prosecution of construction of the vessel(s) and machineries or in the event of contractor becoming insolvent or from any cause going or taking steps to go into liquidation (except a voluntary liquidation undertaken with the object of amalgamation or reorganization by separation of departments of the contract into separate companies or taking any steps for compounding with his creditors it shall be component for (but not incumbent upon) the Owner after due notice to the contractor in writing, to take

possession of the vessel(s) in her then state and all other materials and machineries and all intended for here, as before mentioned and to complete the vessel(s) and machineries and for this purpose with power to enter into any contract with other contractors or manufacturers, and to use the yard or yards, workshops, machineries and tools of the Contractor or such other contractors or manufacturers with whom the contractor may have entered into sub-contracts and the reasonable cost incurred by the exercise of any of the power of this clause shall be deducted from the purchase money then unpaid, if sufficient, and if not sufficient, shall be made good by the Contractor.

**CLAUSE-46: APPEAL**

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

**CLAUSE-47: CHAIRPERSON'S CERTIFICATE TO BE FINAL:**

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

**CLAUSE-48: AUTHORITY AND THEIR STAFF NOT TO BE PERSONALLY LIABLE**

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

**CLAUSE-49: STANDARD BREAK CLAUSE**

The owner shall in addition to his power under other clauses to determine this contract have power to terminate his liability there under at any time by giving three months (or such shorter period as may be mutually agreed) notice in writing to the contractor of the owner's desire to do so and upon the expiration of the notice the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this clause.



**2.** In the event of this, notice being given the Owner shall be entitled to exercise as soon as may be reasonably practicable within that period the following powers or any of them: -

**a)** To direct the Contractor to complete in accordance with the contract all or any articles, parts of such articles or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery which may be mutually agreed or in detail of agreement at the contract rate. All articles delivered by the contractor in accordance with such directions and accepted shall be paid at a fair and reasonable price assessed on the basis of the contract price when it exists.

**b)** To require the contractor on receipt of the notice of termination.

i) immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.

ii) as far as possible consistent with (i) above to concentrate work on the completion of parts already in partly manufactured state; and

iii) to terminate on the best possible terms such orders for materials and parts bought out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions given under this paragraphs (a) and (b) (i) and (ii) above as far as this may be possible.

**3.** In the event on such notice being given provided the contractor has reasonably performed all the provisions of the contract binding upon him down to the date of this notice.

**a)** The Owner shall take over from the contractor at a fair and reasonable price (assessed on the basis of the contract price of the completed articles), all unused, undamaged and acceptable materials, bought out components and articles in the course of manufacture in possession of the Contractor at the expiration of the notice and properly provided by or supplied to the contractor for the performance of this contract except such materials, bought out components are supplied to the contractor through the intervention of the owner or on his behalf:-

(i) the said fair and reasonable price shall be assessed on the basis of the cost price of such materials and/or components, and

(ii) If the contractor elects to retain any materials, bought-out components and articles as in this clause provided, he shall settle all claims of supplier in respect of the materials and/or components supplied to him as aforesaid including any claims to any extra charge (if the original stipulated terms and been concessional) and shall keep the owner indemnified against the same:

(b) The Contractor shall deliver in accordance with the direction of the Owner all such unused, undamaged and acceptable materials, bought out components and articles in course of the manufacture (except as aforesaid) taken over by or previously belonging to the Owner and the Owner shall pay to the Contractor fair and reasonable handling and delivery charges therefore,

(c) The Owner shall indemnify the contractor against the commitments, liabilities or expenditure which in the opinion of the Owner are reasonable and properly chargeable by the contractor in connection with the contract to the extent to which the Owner is satisfied that such commitments, liabilities or expenditure would otherwise represent and unavoidable loss by the contractor by reason of the termination of the contract. Provided that in the event of the contractor not having observed any direction given to him under the sub clause (2) hereof the Owner shall not be liable under the sub clause to pay any sums in excess of those for which the Owner would have been able had the contractor observed that direction.

4. If in any particular case exceptional hardship to the contractor should arise from the operation of this clause it shall be open to the Contractor to refer the circumstances to the Chairperson who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.

5. The Owner shall not in any case be liable to pay under the provisions of this clause any such sum which when taken together with any sums paid or due to becoming due to the contractor under this contract shall exceed the total price of the article specified in the schedule payable under this Contract.

6. The Contractor shall in any substantial order or sub-contract planned or made by him in connection with or for the purpose of this contract take power wherever possible by securing the acceptance of the sub-contractor to terminate such order or sub-contract in the event of the termination of this contract by the Owner of this clause and save only that: -

(a) The name of the contractor shall be substituted for the owner throughout except in sub-clause 3 (c) where it occurs for the second and third times;

(b) The period of the notice of termination shall be two months or such shorter period as may be mutually agreed upon). Substantial order or sublet contracts of or over Rs. 1,00,000 (Rupees One lakh) in value.

#### **CLAUSE-50 Program and Method Statement/Work Plan**

**50.1** The Contractor shall submit to the Owner for approval a programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with cash flow

forecasts. The program and method statement/work plan are to be submitted in the Technical Bid. The Method Statement/Work Plan to indicate the activities in detail vessel wise proposed to be carried out for the execution of the works. This is also to include the selection of equipment, approval of the Owners for the selected equipment and thereafter ordering and receipt of the same. All activities to be listed in the Method Statement/Work Plan including the completion of the stages as per the stage payments.

**50.2** An update of the Programme shall be a programmed showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities. This update is to be sent at monthly intervals.

**50.3** The Owner's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Owner again at any time. A revised Programme shall show the effect of Variations.

#### **CLAUSE-51: MANAGEMENT MEETINGS**

**51.1** The Owner may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

**51.2** The Owner shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Owner either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

#### **CLAUSE-52: IDENTIFYING DEFECTS**

The Owner or the inspector shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Owner or the inspector may instruct the Contractor to search for a Defect and to uncover and test any work that the Owner considers may have a Defect.

#### **CLAUSE-53: CORRECTION OF DEFECTS NOTICED DURING THE DEFECT LIABILITY PERIOD.**

**53.1** If any defects including workmanship of hull, structure, performance of engines, machineries, stern gear or any other part appear within twelve months of "Taking over" certificate, the Owner shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is for twelve months thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.

**53.2** Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Owner's notice. If the contractor is in default the Owner shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due to the contractor.

**CLAUSE-54. UNCORRECTED DEFECTS**

If the Contractor has not corrected a Defect, to the satisfaction of the Owner, within the time specified in the Owner's notice, the Owner will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

**CLAUSE-55: ACTIVITY SCHEDULE**

The Activity Schedule shall contain items for the design, construction, installation, testing, and commissioning works to be done by the Contractor. All variations shall be included in updated programmes and Activity Schedules produced by the contractor. When the Programme or Activity Schedule is updated, the Contractor shall provide the Owner with an updated cash flow forecast. The Activity schedule shall be submitted in the Technical Bid.

**CLAUSE - 56: COMPLETION TIME AND EXTENSIONS**

- 56.1 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, the authority shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 56.2 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work.
- 56.3 However, if the work (s) be delayed by:-
- (i) Force majeure as per clause 36, or
  - (ii) Abnormally bad weather, or
  - (iii) Serious loss or damage by fire, or
  - (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
  - (vi) Non-availability of stores, which are the responsibility of Government to supply or
  - (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or

- (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

- 56.4 In case the cost of the work is more than 10 crores then the total scope of work will be divided into milestones. The contractor shall submit a Time & Progress chart for each milestone and get it approved by the competent authority.
- 56.5 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 56.6 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 Competent Authority mentioned in schedule "B" 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.
- 56.7 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.

#### **CLAUSE - 57: LIQUIDATED DAMAGES FOR DELAY**

- 57.1 If the contractor fails to maintain the required progress in terms of clause 55 or to complete the work on or before the date of completion as per the contract or extended date 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 as agreed liquidated damages the amount calculated at the rates stipulated below.

- (i) Liquidated Damages - @ 2.5 % per week of delay  
for delay of work - to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Contract Price of work.

The competent authority (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for

every completed day/month (as applicable) that the progress remains below that specified in Clause 55 or that the work remains incomplete.

The amount of liquidated damages may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the authority.

57.2 In case of contracts having tendered amount more than 10 crores, if the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 55.5, the amount shown against that milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

57.3 In case of contracts having tendered amount less than 10 crores, if the work remains incomplete after the stipulated date of completion, the Engineer-in-charge may withhold 10% of the tendered value of the work from the running payments of the contractor pending final decision of the competent authority on the extension of time case. If the competent authority decides to grant extension of time without levy of liquidated damages or levy part of the total liquidated damages specified above then the balance withheld amount after adjusting the amount of the liquidated damages levied by the competent authority will be refunded to the contractor.

#### **CLAUSE – 58: WHEN THE CONTRACT CAN BE DETERMINED**

58.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of ten days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date for completion

and continues to do so after a notice in writing of ten days from the Engineer-in-Charge.

- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in IWAI service or to any other person on his behalf 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 contract.
- (vi) If the contractor shall enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the IWAI with the approval of the competent authority mentioned in schedule "B" shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE – 59: INSPECTION AND APPROVAL**

- 59.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.
- 59.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for



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

- 59.3 Periodic inspection will be carried out by the EIC or his representative. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection

#### **CLAUSE – 60 COMPLETION CERTIFICATE AND COMPLETION PLANS**

- 60.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and under the terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer- in-Charge notice that there are defects in the works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

- 60.2 No certificate of completion shall be issued as stipulated above and no work be considered to be completed unless the contractor shall have removed from the work site and / or premises all his belongings / temporary arrangements brought/ made by him for the site and / or premises in all respects and made the whole of the site and / or premises fit for immediate occupation / use to the satisfaction of the Engineer- in-Charge. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the work, the Engineer-in-Charge, may as he thinks fit and at the risk at cost of the contractor, fulfill such requirements and remove / dispose of the contractor's belongings / temporary arrangements, as aforesaid, and the contractor shall have no claim in this respect except for any sum realised by the sale of Contractor's belongings/ temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the contractor. Should the expenditure on the aforesaid account exceed the amount realized by sale of such contractor's belongings / temporary arrangements then the contractor shall on demand pay the amount of such excess expenditure.

60.3 The contractor shall submit the completion plans of the work wherever required within 30 days of the completion of work. In case the contractor fails to submit completion plans as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15000/- (Rupees fifteen thousand only) as may be fixed by Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

**CLAUSE – 61: TAXES, DUTIES AND LEVIES ETC.**

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc.

**CLAUSE-62: 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 – 63: 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 of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. 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 - 64: OVER PAYMENTS AND UNDER PAYMENTS**

64.1 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 his security deposit, or he shall pay the claim on demand.

- 64.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 64.3 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.
- 64.4 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.
- 64.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

#### **CLAUSE – 65: FINALITY CLAUSE**

It shall be accepted as an inseparable part of the contract that in matters regarding design, materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carry 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 – 66: 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 - 67 SETTLEMENTS OF DISPUTES & ARBITRATION.**

67.1 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 Hydrographic Chief in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Hydrographic Chief 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 Hydrographic Chief 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 Hydrographic Chief, the contractor may, within 15 days of the receipt of Hydrographic Chief's decision, appeal to the Chairperson, 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 Chairperson, 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 Chairperson, IWAI for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

67.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 47.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairperson, IWAI.

67.3 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 Chairperson, 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 Chairperson, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

67.4 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 Chairperson 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.

67.5 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.

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

67.7 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.

67.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.

67.9 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.

67.10 The Arbitration and Conciliation Act 2015 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.

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

**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.

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

#### **CLAUSE 68: INTEREST**

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

#### **CLAUSE – 69 : 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 person(s) 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 permission of the Engineer-in-Charge.

**CLAUSE- 70: CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART**

**70.1 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 Chairperson 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 dis-favour 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 Chairperson 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.

**70.2 If the contractor**

- 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 10 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) 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.

**70.3** The Engineer-in-Charge shall, on such termination of the contract, have powers to complete the incomplete work or part of the same and 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.

70.4 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 Owner from the Contractor, shall be decided by the Chairperson.

**CLAUSE-71: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

71.1 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.

71.2 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 72: BANNED OR DELISTED FIRMS:**

The bid from any Tenderer who has been banned or delisted by any State Govt/Central Govt or quasi Govt Agency or Public Sector undertaking shall be rejected as non-responsive. Therefore, bidders are required to give a declaration whether they have been banned or delisted by any State/Central Govt or quasi Govt Agency or Public Sector undertaking.

If no declaration is given the bid shall also be rejected as non-responsive.

**CLAUSE-73: MAKE IN INDIA**

As per the provisions contained under GOIs Make in India policy vide O.M. O-45021/2/2017-B.E.II dt 15.06.2017 purchases preference and other benefits available to Indian bidders is admissible for consideration to the extent possible under this tender.



## **Contract Data to General Conditions of Contract**

### **Clause Reference**

1. The Owner is IWAI represented by [Cl.1(i)]  
Chairperson, IWAI  
Address: A-13, Sector-1, Noida.
2. The Engineer-in-charge is:  
Designation : Hydrographic Chief (P & M)  
Address : IWAI, A-13, Sector 1, Noida 201301[Cl.1(i)]
3. The place of delivery is Allahabad.
4. The Start Date shall be from the issuance of Work Order [Cl.1(i)]
5. (a) The name and identification number of the Contract is :  
  
**“Design, Construction and supply of two Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad for NW-2”.**
6. The standard form of Performance Security acceptable to the Owner Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents. [Cl. 5]

**SECTION-IV  
CONDITIONS OF CONTRACT**

**PART-II**

**SPECIAL CONDITIONS OF CONTRACT**

**PART - II**

**SPECIAL CONDITIONS OF CONTRACT**

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6. Approval of Drawings and Equipment with consent of owner.
7. Contractors to construct, equip, test and deliver the vessels.
8. Contractor to include execution and supply of all work, matters & thing required by owner for due performance of contract.
9. Inspection
  - (a) Obligation to carryout Inspector’s instructions.
  - (b) Inspection and testing during progress of work.
  - (c) Intimation for inspection & cost involved.
10. Replacement of defective work, material and fittings.
11. Trials.
12. Delivery
  - (a) Preparation for voyage and delivery
  - (b) Spare parts

- (c) Provisions as to trials.
  - (d) Vessels to be at Contractors risk until the issue of certificate of delivery.
  - (e) As to acceptance of delivery.
  - (f) Power for representative to dismantle and re-equip the Vessels in default of Contractor.
  - (g) Penalty for deficiency in speed of the Design, construction supply and delivery of one No FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad.
  - (h) Penalty for deficiency in draft of the Design, construction supply and delivery of one No FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad
13. Number of workmen and rate of progress to be increased on requisition of the owner.
14. Defect liability period
15. Registration of the vessel
16. Insurance

**PART - II**

**SPECIAL CONDITIONS OF CONTRACT**

**(Two Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity to be delivered at Allahabad)**

**1. PERFORMANCE OF THE WORK:**

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

**2. SPECIFICATION:**

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

**3. GUARANTEE FOR THE MAIN ENGINES AND EQUIPMENTS SUPPLIED**

The contractor will be required to obtain and furnish a guarantee for the main engines and auxiliaries, machineries fitted on the vessel to the effect that General spares suppliers will be in a position to supply the spare parts of the engines and other machineries and the spares will continue to be available from the stock for a period of at least ten years from the date of the receipt of the machineries and equipments.

**4. MISTAKE IN DRAWINGS:**

The contractor will be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Owner or not, provided that such discrepancies, error or omission be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Owner. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

## **5. VARIATIONS (i.e. MODIFICATIONS) IN DESIGN AND DIMENSION:**

Should any alterations in or additions to the works as specified in the said specifications not involving extra cost to the Contractor be considered necessary or expedient by the Contract or by the owner or the Inspecting Owner or Officer and be mutually agreed on in the writing the Contractor shall execute the same without any charge beyond the Contract Price. But if the owner shall desire any alteration or additions involving extra cost to the contractor before executing the same shall tender to the owner a written offer stating the nature and cost of such alterations or additions and the extension of time if any required for making them and if the owner shall accept the said offer and allow such extension of time in writing the Contractor shall be bound to execute the work. No extra work shall be executed by the Contractor or if executed shall be paid for to the Contractor except such as may be embraced in such offer and acceptance. The Contractor shall allow the owner the value as shall be mutually agreed in writing or any materials and value as shall be mutually agreed in writing or any material and workmanship dispensed with by any such alterations or additions.

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

## **6. APPROVAL OF DRAWINGS AND EQUIPMENT WITH CONSENT OF OWNER**

The detailed drawings so prepared from the general arrangement drawing should be got approved from owner or his authorised officer/agency. Approved statutory body/Classification Society will give approval of all construction drawings. However, other drawings such as General Arrangement, Machinery layout, system control drawings and particular of all equipments to be installed shall be forwarded to owner or his authorized Officer for his approval. Copies of all drawings to be sent to the owner, IWAI will be the Owner of such design and drawings of the Vessels.

Before ordering any equipment, materials and outfit of any description for the works, the contractor shall submit for the approval of the Owner or his authorised representative/consultant, the names of the makers and suppliers proposed and any other detail required by the Owner or his authorised representative/consultant and seek their approval prior to ordering.

**7. CONTRACTOR TO CONSTRUCT, EQUIP, TEST AND DELIVER THE VESSELS.**

Subject to and in accordance with the provisions of the Contract, the Contractor shall in the best and most workman like manner and with material, thing and workmanship respectively of the best kinds build, equip and test to the satisfaction of the Owner and IR Class/ any IACS member and deliver to the representative in the condition provided by this Contract, the vessels of the description dimensions containing the accommodation and supplied with all apparatus, permanent and temporary fittings, outfit and gear and the spare gear mentioned and described in or to be informed from the modifications hereto attached and from the specifications furnished by the Contractor and accepted by him (Owner) for the purposes of this Contract, both of which hereinafter called the said specifications hereto attached and from the plan or plans which have for purposes of identification been signed on behalf of the Owner and by the Contractor and shall supply and deliver as hereinafter mentioned the spare parts as specified in all respects with this contract, the said specifications and the said plans, supplementary drawing, instructions and explanations as shall from time to time hereinafter be furnished and given by the contractor to and be approved by the Owner the contractor shall also in manner aforesaid when requested by the Owner supply further drawings and execute supply and complete to the satisfaction of the Owner all other works, materials and thing mentioned and described in or to be inferred from the said specifications and the said drawings furnished and given to and approved by the Owner shall provide to the satisfaction of the Owner, labour, superintendence, power, materials and things which shall be requisite for the due performance, execution and completion of all and every work, matters and thing hereby contracted to be executed and done.

**8. Contractor to include execution and supply of all work matters and things required by Owner for due performance of Contract:**

This contract shall be deemed to comprise the design of **Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad** , construction, testing, installation of the equipment/machineries and delivery complete in working order in all respects of the vessels together with the equipment and all other things to be supplied in connection therewith and the due performance, execution and completion of all works, matters and thing necessary or proper for such construction, installation of equipment/machineries and delivery at the price hereinafter mentioned and accordingly the Contractor shall execute all works and find and supply all things which the Owner or the inspecting Owner or officer shall consider necessary proper according to the direction of the Owner or inspecting authority or officer and to their satisfaction according to the true intent and meaning of this Contract and not withstanding that any such work or things respectively may not be expressly mentioned for referred to in the said specification and the said plans and the Contractor

shall not be entitled to any payment or allowance whatsoever in respect thereof unless such payment or allowance is, in the opinion of the Owner, occasioned on account of such modifications of the said Contract, as have been agreed to in writing by the Owner.

## **9. INSPECTION**

### **(a) Obligation to carryout Inspector's instructions**

The Contractor shall satisfy the Inspector that adequate provision has been made, (i) to carry out his instructions fully and with promptitude (ii) to ensure that parts required to be inspected before use are not used before inspection; and (iii) to prevent rejected parts being used in errors. Where parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approved before being used in the work.

### **(b) Inspection and testing during progress of work:**

The Contractor shall offer the Owner or **IR** Class and/ or any approved IACS Member Officer all proper and reasonable facilities for examining inspecting and testing the materials, machinery and workmanship used or intended to be used or employed during the progress of the construction and installation of equipment of the vessel and on completion thereof shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testing. The Owner, the Inspecting authority or officer shall have access to the place or places where any part of the machinery or equipment is being constructed or is stored at all reasonable times during the execution of this Contract and in case any part of the work shall have been covered or closed without previous inspection the Contractor shall if required open such part or parts wherever necessary to enable the Owner or Inspecting authority or Officer to inspect the part so opened up at the expense of the Contractor.

### **(c) Intimation for Inspection & Cost involved**

The Contractor shall inform the Inspector in writing when any portion of the work is ready for inspection, giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work. No portion of the work shall be considered completed in accordance with the terms of the contract until the Inspector shall have certified in writing that it has been inspected, and approved by him. The expense incurred in the inspection and / or tests at the place agreed upon the contract will be defrayed by the contractor, provides that the results are the event of inspection and or tests providing unsatisfactory and resulting in the non-acceptance of the plan/structure or any portion thereof, the cost of such re-inspection and / or tests shall be borne by the contractor.



## **10. Replacement of defective work, material and fittings.**

All materials, machinery and workmanship used and employed in carrying out this Contract shall be to the entire satisfaction of the Owner or the Inspecting Owner or Officer. Any portion or portions of the material, machinery or any of the works done under this Contract which may be considered by the Owner or the Inspecting Owner or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the vessel shall be replaced in a manner satisfactory to the Owner or the Inspecting Owner or Officer at the sole expense of the Contractors

If the Inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the Contractor notice thereof and the Contractor shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the Inspector shall be the judge), the owner may reject and replace at the cost of the contractor the whole or any portion of the work as the case may be, which is defective or fails to fulfil the requirement or the contract. Such replacement shall be carried out by the Owner within a reasonable time to the same specifications and under competitive conditions. The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the owner, of the extra cost, if any, of such replacement delivered and / or constructed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the Owner, under the provisions above mentioned, for such replacement and the contract price for the work so replaced, and the repayment of any sum paid by the owner to the Contractor in respect of such defective work. Should the Owner not so replace the rejected work within reasonable time, the Contractor's full and extra liability under this clause shall be satisfied by the repaying of all money paid by the Owner to him in respect of such work.

## **11. TRIALS**

Forthwith after the completion of the vessel in strict conformity with the Technical specifications of IR Class and or any approved IACS Member under this contract the vessel shall undergo, in the presence of the Owner and the Inspecting Owner or Officer or their representative trials near the yards of construction or any other places as mutually agreed upon in accordance with the provisions of the specifications and as directed by the Owner or the Inspecting Owner or Officer.

The said trials shall be at the sole expenses and risk of the Contractor who shall pay and discharge all costs and bear all liabilities whatever arising out of the same. The contractor shall supply all crew and officers, fuel, gear and equipment required for the trials, all at his own expenses and shall also be responsible for all risks to the vessel(s) and

other craft or to any person or property during the continuance of such trials and make good any damage which may arise in consequence thereof and indemnify the owner and his Officers / and servants there from and from all claims, action, suits and proceedings and all costs, charges and expenses in respect thereof or in any way arising there out or incidental thereto. Provided that all claims in respect of the owner shall meet the employee's representatives of the Owner.

## **12. DELIVERY**

### **(a) Preparing for voyage and delivery**

Immediately after completion of satisfactory trials the Contractor shall proceed to make the vessels ready for the delivery at specified destination and shall thereupon deliver the vessels or cause the same to be delivered in a proper and seaman like manner at their own risk at the said specified destination and deliver the same in the charge of the representative in such suitable place and position as may be indicated by him complete with all necessary certificates and licences and in a good, complete and satisfactory condition of repair, fair wear and tear, consequent on the voyage accepted and with all stores and equipments in the specification mentioned or herein provided for on board, any damages incurred (other than fair wear and tear) or defects discovered during such navigation being made good by the Contractor at his own expenses prior to such last mentioned delivery. A sufficient crew and all engines and other necessary and usual stores and equipment are to be provided for the delivery by the Contractor and all costs and charges of every description in connection with the delivery are to be borne by the Contractor and all dock, canal and harbour dues, freight, road tax and octroicharges are to be paid by him.

The contractor shall comply with all Ministry of Shipping Rules, if any, and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone where by the cost of insurance premium is increased. Should the cost of insurance be in any way increased by the failure of the contractor to meet such requirements, any such increased cost shall be borne by the contractor.

### **(b) Spare Parts**

*Manufacturers recommended spares for 500 hours operation to be supplied for major machineries and equipment without extra cost along with the delivery of the vessels. Accordingly, the cost of the same is to be included in the price bid which shall be part of the financial evaluation.*

The list of Spare parts for major machineries and equipment as in the technical specification clause no..... for 2000 hrs operation as per the manufacturers recommendations is to be submitted with the cost, terms and condition if any for placement of supply order separately. The supply of the spare parts however shall be made along with the vessels.

The offer may be submitted along with the technical bids in a separate sealed cover which should reach on or before the opening of the technical bid. This cost will not be considered for financial evaluation.

Should it be necessary for the Contractor to send any of the spare parts by separate means, the contractor shall be responsible for the cost of delivery and also for the proper packing, storage and protection whilst on the board and for their subsequent reception and delivery to the representative.

**(c) Provision as to Trials**

As soon as the FRP Boatshall have been re-equipped and made ready for work to the satisfaction of the representative they shall then undergo such trial as their representative may require to demonstrate that neither the hull, machinery nor any other parts of the vessels have been damaged during the delivery and that all are in good working order and that the vessels are upto the standard required when working under local conditions. Any defect noticed during such trials shall be rectified by the Contractor to the satisfaction of the Owner / Inspector or the representative at the cost of the contractor.

**(d) Vessels to be at Contractor's risk until the issue of certificate of delivery**

The said delivery and re-equipment of the vessels at the specified destination shall be at the expense and risk of the contractor who shall pay and discharge all costs and liabilities thereof and connected therewith and shall continue to be responsible for the safety of the vessels until the Owner or his representative shall have accepted delivery thereof as hereinafter mentioned. If any loss (whether total or otherwise) shall be sustained or incurred by the vessels by any means or from any cause either during the delivery or before acceptance by the Owner then and in any such case the Contractor shall at his own expenses forthwith make good such loss subject in the case of total of constructive total loss to the provision of this contract.

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

When and as soon as the vessels shall have been duly re-equipped and made ready for work in accordance with the specifications and shall be in a complete and satisfactory condition with their certificates, licences and outfits and spare gears enumerated in the specifications on board then the vessels shall be delivered to the representative of Owner who shall thereupon give to the Contractor or to such other persons who may be appointed by the contractor to receive the certificates of such delivery and of the date thereof and the granting of such delivery and of the date thereof and the granting of such certificates shall alone be evidence of the acceptance by the owner of the delivery and of the date thereof.

**(f) Power for representative to dismantle and re-equip the vessels in default of Contractor**

If after the arrival of the vessels at the specified destination the contractor shall fail to dismantle any equipment/machineries of the vessels and re-equip and make them ready in all respects for work to the satisfaction of the representative or shall in the opinion of the representative be carrying on such dismantling, re-equipment and making ready for work negligently, improperly or so slowly as to cause or be delayed then in any such case the representative on behalf of the Owner may without vitiating this Contract take the vessels out of the possession of the Contractor and employ any persons or workmen upon such terms as he may think fit to dismantle and re-equip the vessels and make them ready for work in accordance with the specifications and this Contract and to perform any of the other obligations of the contractor under this contract which shall remain to be performed and the contractor shall pay to owner such a sum as shall be certified in writing by the representative to represents to costs and expenses incurred by the owner or the representative by reason or in course of the exercise of any of the powers conferred on the representative under this clause or the owner may at his option deduct such sum from the contract price.

**(g) Penalty for deficiency in speed & performance of the Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity to be delivered at Allahabad .**

The contractor shall give full guarantee in every respect in accordance with the provisions of the specifications for the construction of the fully river worthy Design, construction supply and delivery of one No no FRP Boat with VVIP Retrofitment and 500 hp capacity and to be delivered at Allahabad constructed out of the best material of international shipbuilding quality and workmanship with good stability as also for faultless execution of work in all its details. The total contract price for *Design, construction supply and delivery of one no FRP Boat with VVIP Retrofitment and 500 hp capacity and delivered at Allahabad* shall have to be affected or changed, by reason of the actual speed, as determined by trial runs, in accordance with the specifications, being less than the guaranteed speed under the terms of the attached specifications, if the actual speed is less than three-tenth (3/10) of knot below the aforementioned guaranteed speed.

However, commencing with and including a decrease of three-tenth (3/10) of a knot in Top speed below the guaranteed speed, the total contract price of the shall be reduced for deficiency in speed as follows (but dis-regarding fractions of less than one-tenth(1/10), of knot ):

Two (2) Knots	1% of the basic cost.
Four (4) knots	3% of the basic cost.
Five (5) knots	5%of the basic cost.

If the deficiency in actual speed upon said trial runs, is more than 5 knot below the guaranteed speed as provided herein above, and the builder is not able to rectify it even by an extension of the delivery period, then the owner at his option may reject and/ or rescind this contract or may accept the work at a reduction in the price as may be agreed between the parties.

*However such extension granted for remedying the technical deficiency as above will be with imposition of delay L.D.*

**(h) Penalty for deficiency in draft**

The total contract price of the work has to be affected or changed by reason of the actual max. draft with full bunker, water, personnel and stores as determined by actual measurement in accordance with specification being more than that specified in the attached specifications if the actual draft is more than 25mm.

However, commencing with and including an increase of 25mm in actual draft the total contract price of the Work shall be reduced for deficiency in draft as follows:

Up to 25 mm of draft (0.825 m draft) : 2% of the basic cost.  
Up to 50mm of draft (0.850 m draft) : 5% of the basic cost.

If the actual draft is more than 2.850 m and builder is not able to rectify even by an extension of delivery period, then the owner at his option may reject and/ or rescind the contract or may accept it at a reduction of the price as may be agreed between the parties.

*However such extension granted for remedying the technical deficiency as above will be with imposition of delay L.D.*

**13. Number of workmen and rate of progress to be increased on requisition of the Owner.**

The contractor shall at all times during the progress of the construction and installation of equipment and machineries of the vessels and subject to the limits of his control in the matter of labour employment and sufficient number of skilled workmen and labourers with necessary overlooks and proceed with the works hereby agreed to be executed (hereinafter referred to as the “workers with such despatch as in the opinion of the Owner or Inspecting Owner or Officer shall be necessary in order to secure the due completion of the vessels within the time limit for that purpose by the contract and shall also at times during the progress of the works upon being required to do so by the Owner or the Inspecting Owner or officers hasten the rate of progress of the vessels and of the work in accordance with any such requisition and to the satisfaction of the Owner or the Inspecting Owner or Officer PROVIDED ALWAYS that nothing herein contained nor anything done or omitted to be done by the Owner or the inspecting Owner or officer on behalf of owner in pursuance hereof shall be deemed to release the Contractor from or diminish or affect obligation to complete the vessels within the limit by this Contract or their liability in respect thereof.

#### **14. Defect Liability**

In the event of any defect being discovered in any part of the vessels, the machineries or equipments or fittings (which is not attributable to fair wear and tear of the vessels nor to improper management on the part of the official staff of the vessels during a period of 12 calendar months from the date of the delivery certificate, the Contractor shall supply to Owner or their representative at the specified destination new parts to replace any that may be proved to have been so defective or shall pay to Authority such sum as it would cost the Contractor to supply such parts for replacement from the Contractors works.' The cost of receiving any such defective parts and or fitting such parts in replacement thereof shall be borne by the Contractor or be adjusted as liquidated damages from the security deposits/payment of last instalment of the contract price to such amount as it would in the opinion of the Owner have cost the contractor if the removing and replacing had been done at their works. The contractor shall also be entitled to have any workmanship or material claimed to be defective inspected by a representative to be appointed by them for that purpose or should the Contractor so require, Owner shall be bound to consign to the Contractor at his works in and at the Contractors expenses the parts claimed by the Owner to be defective so that the contractor may have an opportunity of satisfying himself as to the defect complained of and also be in position to operate his relief if any against any sub-contractor in respect of such defective parts.

#### **15. Registration of Vessels**

The Contractor shall give all such builders and other certificates and documents and do such other acts and things as may be necessary or proper on his part for the registration of the vessels in the name of the Owner to the representative or other agent of the Owner whom the Owner may appoint for that purpose. Failing this the Contractor must arrange for the vessels to proceed to the specified destination under a "Pass" from the appropriate authorities at any port and all fines payment or penalties which may become payable by the Owner, the representative of the said agent by reason of any defect in such registration or during the delivery of the vessels to the specified destination shall be paid by the Contractor or may be deducted from the money payable to him under this contract and he shall indemnify the Owner, the representative and the said agent respectively there from and from all claims, actions, suits and proceeding and all costs, charges and expenses in respect thereof.

#### **16. Insurance**

The Contractor shall at his own cost fully insure and keep insured in the joint names of the Owner and the Contractor the vessels and the machineries, materials and thing used or intended for use in the construction and outfit thereof. Hull insurance and machinery insurance may be done by the Builder but the insurance cover should cover the effected payment as well as the extent of work completed. The contractor is also to keep insured the value of any modifications, additions and spare parts as may be agreed upon from time to time during the construction of the vessels.

The Policy/Policies shall be effected with reputable Insurance Company approved by the Govt. and shall comprise insurance against fire, launching and all other risks, accidents and damages excluding War Risk which for the time being can be covered by insurance during and after the construction of the vessels and while they remain in the harbour or the yard of construction or when engaged on or in connection with any trials made under this Contract as well as the perils of the river and all other risk of every kind including War Risk so far as they are insurable, or whilst lying therein or on a slipway or in a dry dock or being tried near thereto previous to being accepted by Owner and the Contractor shall from time to time (if from any cause the vessels shall not be delivered to and accepted by the Owner during the term of such policies) renew and said insurance and pay and continue to pay all premium which shall become payable in respect of such insurance and within ten days from the date when such renewed insurance is effected or premium paid shall deliver to the Owner the policy or policies thereof and the receipts for such premium PROVIDED ALWAYS that in case of default by the Contractor to keep up the said insurance or to effect any such renewal insurance as aforesaid then the Owner if they shall think fit shall be at liberty to do so and thereupon the Contractor shall repay the owner the amount of the premium paid by them or the Owner shall be at liberty at his option to deduct the amount thereof from any sums payable to the Contractor under this contract PROVIDED ALSO that nothing wherein contained nor anything done or omitted to be done by the Owner in pursuance hereof shall be deemed to release the Contractor from diminish or affect his obligation to keep the vessels machineries, materials and thing insured to the full amount of the value therefore from time to time in accordance herewith until their acceptance at the place of delivery mentioned in the Contract nor shall diminish or affect the liability of the Contractor in respect thereof. If any event shall happen giving rise to a claim under the insurance policy to be effected under this clause or if the vessels shall become a total or constructive total loss on the delivery to specified destination or after the arrival there and before the acceptance by the representative owing to perils of the river of other risks insurance so far as they are insurable to be effected for the delivery at the specified destination the Owner without prejudice to the rights to have this contract performed within such extended time and at such price as may be mutually agreed and failing agreement determined by the Owner shall give the money which shall become payable under whichever of the said policies the claim shall arise and retain the same paying the contractor the difference between the aggregate of such sums as they may have previously paid the contractor under this contract and such total amount as the Owner may certify would have been payable to the contractor if this contract had been terminated.

# **Part-V**

## **Technical Specification**



1. **Type of Boat** : **VVIP River/Coastal CATAMRAN**  
**type** Crew – 2/3 (1Pilot +Cabin  
Attendant +Sailor)Passenger 10 seats
  
2. **Technical Specifications**
  - Hull Type : Twin Full –displacement FRP hulls.
  - Overall Length : not exceeding 12 m
  - Waterline Length : not below 95% of length.
  - Beam : not exceeding 4.5 m
  - Water Draft (Max Load) : 0.8 m
  - Shallow water operation : 5 Knots per hour at 0.6m draft.
  - Air Draft with Light Load : Not exceeding 3m with Collapsible canopy at deck head.
  
  - Weight: : Not above 4.5 MT
  - Displacement (Lightship) : 5,000 Kg
  - Displacement (Max Load) : 7,500 Kg
  - Fuel Capacity : Min. 600 litres (2 x 300L)  
Sufficient to meet range criteria with 25% reserve
  
  - Engine (Petrol OBM) : Minimum 500 hp of reputed brand (Yamaha/Mercury/Tohatsu/Suzuki) having proven product support in India.
  
  - Generator : 6 KVA (Petrol) of reputed make having product support in India
  
  - Maximum Speed : 30 Knots (Lightship, Calm water and Wind Conditions).
  
  - Cruising Speed : Typically 12-15 Knots (70% load).
  - Engine Controls : Helm Double Lever with individual controls per engine.
  
  - Air Conditioning : Portable ceiling AC (Not below 3 tons capacity) of reputed make having product support in India.
  
  - Canopy : The Canopy of the Passenger Cabin should be fully or partially removable or replaceable with hard top.
  
  - Retro fitment : The design layout, the seats and fixtures would be selected and fitted with flexibility in mind to allow for quick fitment and removal and interchange ability of seating layout and working space for integrating

		communication or other equipment as may be necessary.
Certification	:	Compliance to IR Class and or any IACS Approved Member class for purported work.
Transportation	:	Should be transportable by flatbed trailer in fully assembled/partially dismantled condition for quick reassembly on site. Provisions for safe unloading should be provided.
Viewing Platform	:	The cabin should have a sizeable 1mx1m hatch on the roof with a provision for removable platform and internal steps.
Dan buoy	:	Red green
Life jacket Solas approved	:	13 nos.
Life buoy Solas approved	:	2 nos.
Dark for stock	:	Sinker and anchor arrangement shackle wt.
OEM	:	Supply & installation

### 3. Hull Deck and Bulkheads:

Waterproof Bulkhead	:	in each hull,
Hull thickness	:	not less than <u>11 mm.</u> or as per IR Class/ IACS APPROVED MEMBER Class Rules.
Deck thickness	:	not less than 8 mm. or as per IR Class/ IACS Approved Member Class Rules. TBT Free Antifouling over epoxy based osmosis barrier Over Gel coat. Closed cell PVC foam core/honey comb FRP-composite sandwich, for stiffness, strength and minimal weight. Twin fuel tanks SS/Epoxy in individual hulls. (Needed for diesel engines.) Integrated fresh water tanks. UV-resistant, glossy gel-coat finish on FRP surface, non-skid deck surface. vinyl ester resin in hull and structural members. Hand laid FRP construction using multi-layer of Quad axial glass roving vinyl – ester resin as per WITH IACS APPROVED MEMBER Class Rules. Marine ply and PVC foam core on critical structure bulkheads for added strength and stiffness. Water- tight D –Bumper from neoprene rubber on outer sides

of both the hulls. Storage Spaced for amenities. Fire retardant.

- 4. Deck Fittings** : All Stainless Steel, Grade 316, 04 nos. Mooring Bollards with Electric Winch and 06 nos. Mooring cleats, Rub rail all around, Steam –head anchor roller fitting, Grab rail on side adjacent to Deck door.
- 5. Passenger Comp. Config.** : FRP Hardtop hardened /strengthened for rooftop loading, Cabin Floor area: 5 mx3.5 m(minimum), Ceiling Height : 1.8 m (minimum), Boarding and water access aft sliding cabin doors, Boarding athwart ships via inward opening/sliding FRP door on port and starboard sides, Retractable boarding plank/drew bridge type platform, Fully glazed passenger compartment (internally & Externally), Helm module forward with seating for 2Crew, Seating for passenger: Removable Deluxe2 Reclining Soft Seats, Stainless Steel hand- rails and grab – holds inside, Stream guardrails, Emergency exit window and front hatch, Chemical/Bio Toilet with STP: 1, Front Laminated Windscreen with security Film (certified level 1).With heavy duty wipers, Sealed Lexan (Polycarbonate) windows: 8mm thickness with security film (certified level 1)
- 5. Navigation** : Marine Compass, Electrical Panel with Switches, Fuel level gauges: 2, provision of manual calibrated dip stick in fuel tanks to be catered, Navigation instrument package: Speed, and Depth Display, VHF radio, GPS/GLONASS, Radar 25 Nm. With integrated multi function display screen
- 6. Plumbing** : Self Draining Cockpit, Bilge pumps: Automatic electric: 4Bilge pumps: Manual: 2, Fresh Water Tank: 1x 100 Litres, Fresh water tap with sink, Pressurized toilet flush, Quick release Sanitary attachment for tank cleaning.

- 7. Electrics** :
- Bow mounted Fog light/Spotlights : 2,
  - Swivel Base Cabin Roof mounted HD Spotlight remote operable from helms: 1,
  - Aft – deck flood –lights : 2,
  - Engine Horn, PA System, Electric Control Panel Isolation Switch, Maintenance free battery (12V) : 2 x 100 amps, Battery charger, Shore supply connection provision, Navigation Lights, Suitable Inverter to support all the electric equipments, Passenger area LED Lighting, LED Emergency lights, 220 volts regulated charging sockets for Mobile and laptops, Mini Refrigerator : 1, Mini microwave -1 nos..
- 8. Equipment Installation** :
- Retractable folding mast for communication equipment & antennas, Electric Windlass : 1 with anchor arrangement, Hydraulic Steering System, Hydraulic Trim Tilt System (OBM) operable from Helms, Boat's bilge, electrical, fuel & fire fighting system as per WITH IACS APPROVED MEMBER Rules. Provision of 2 nos. portable fire extinguishers to be catered.
- 9. Engine OBS** :
- Following Engine OBS to be provided
  - 1 Engine oil filter - 03 nos.
  - 2 Fuel Filter - 06 nos.
  - 3 Air Filter- 02 nos.
  - 4 Propeller - 01 No.
  - 5 Spark plug - 03 nos.
  - 6 Spark plug wrench -01 no.
  - 7 Water pump repair kit – 01 set
  - 8 Water pump impeller – 01 no.
  - 9 Gear oil drawn screw washer – 06 nos.
  - 10 Lubrication oil drain plug washer – 02 nos.
  - 11 Fuses of all system complete - 02 set
  - 12 Throttle & Gear shift cable – 01 set
  - 13 Steering Cable – 01 set
  - 14 Automatic Voltage Regulator (AVR)- 01 no.
  - 15 Fuel water separator – 01 no.

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