



TENDER

FOR

DREDGING IN RIVER MURIGANGA IN AND AROUND LCT  
JETTY & PASSENGER VESSEL JETTY AND IN CHEMAGURI  
KHAL IN STATE OF WEST BENGAL

TENDER No. IWAI/MD/247/2016-17

INLAND WATERWAYS AUTHORITY OF INDIA

NOVEMBER, 2016

## DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFP.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for IWAI to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the Dredging Works and providing Navigational Aids. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company/ Firm/Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this RFP does not imply that IWAI is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of IWAI.

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## **SECTION 1: NOTICE INVITING E-TENDER**

## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

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

Tel (0120) 2543931: Fax (0120) 2522969

Email: [vcidialani.iwai@nic.in](mailto:vcidialani.iwai@nic.in)

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

### NOTICE INVITING E-TENDER

#### a) Introduction:

Inland Waterways Authority of India (IWAI), on behalf of Government of West Bengal invites online tenders/bids (Technical bid and Financial Bid) from the reputed bonafide and resourceful dredging contractors/firms/companies having experience of using cutter suction dredgers, in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “dredging at following locations:

(a) Lot No 8 – Schedule A

(b) Passenger Vessel Jetty No 2 near Lot No 8 and Benuban to Mohana (Chemaguri creek) – Schedule B

The dredging is to be carried out on emergent basis by using cutter suction dredgers to improve the navigability for smooth movement of LCT and all other vessels for transportation of vehicles and pilgrims during the ensuing Ganga Sagar Mela in January, 2017.

S. No	Description of work	Estimated cost (INR) (including service tax)	Bid Security (EMD) (INR)	Time of Completion
1	(a) Lot No 8 – Schedule A (approx. quantity 3.15 lakhs cum)	7,24,50,000	14,49,000	40 days
2	(b) Passenger Vessel Jetty No 2 near Lot No 8 and Benuban to Mohana (Chemaguri creek) – Schedule B (approx. quantity 1.10 lakhs cu m)	2,53,00,000	5,06,000	40 days

#### b) Critical Data sheet:

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website “[www.iwai.nic.in](http://www.iwai.nic.in)” and

are advised to pay INR 3000/- (Three Thousand only) as the cost of Bid document deposited to IWAI fund..

<b>Document Download Start Date</b>	<b>18.11.2016</b>
<b>Bid Submission Last Date</b>	<b>02.12.2016 upto 1800 hrs</b>
<b>Bid Opening Date</b>	<b>05.12.2016 at 1200 hrs</b>
<b>Cost of Tender Document</b>	<b>INR 3000/-</b>

**c) Eligibility Criteria**

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

- (i) The firm must own or arrange on lease/hire basis
  - a. At least two cutter suction dredgers, one with an output not less than 500 cum/hr of solids and second with an output not less than 400 cum/hr of solids for schedule A
  - b. At least one cutter suction dredger, with an output not less than 400 cum/hr of solids for schedule Band have the experience in carrying out dredging work in a riverine tidal condition with deployment of Cutter Suction Dredgers
- (ii) The firm must be able to mobilize two Cutter Suction Dredgers of the above stated capacity for each schedule in 10 days from the date of letter of award (LOA)
- (iii) The firm must have experience of having successfully completed similar works during the last 7 years up to October 2016 which should be in the following manner:-

3 (three) similar completed works each costing not less than INR 2.90 Crore for **schedule A**; INR 1.02 Crore for **schedule B** and INR 3.92 Crore for **schedule A and B**.

Or

2 (two) similar completed works each costing not less than INR 4.35 Crore for **schedule A**; INR 1.52 Crore for **schedule B** and INR 5.87 Crore for **schedule A and B**.

Or



1 (one) similar completed works each costing not less than INR 5.8 Crore for **schedule A**; INR 2.03 Crore for **schedule B** and INR 7.83 Crore for **schedule A and B**.

**“Similar Work”** means dredging work by use of Cutter Suction Dredgers in a riverine tidal condition.

- (iv) The average annual financial turnover of the firm during the last 3 years ending March, 2016 should be at least
  - a. INR 2.18 Crore for schedule A
  - b. INR 0.76 Crore for schedule B
  - c. INR 2.94 Crore for both schedule A and schedule B.
- (v) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2013-14, 2014-15, 2015-16), , Current P.F. statement, E.S.I. Registration etc. The firm should also submit documents in support of compliance of Minimum Wage Act.

**d) Scope of the work:**

In brief, the Scope of Work for the appointed firm(s) shall be dredging of

- (a) Lot No 8 – Schedule A
- (b) Passenger Vessel Jetty No 2 near Lot No 8 and Benuban to Mohana (Chemaguri creek) – Schedule B in the state of West Bengal

The detailed Terms of Reference (ToR)/scope of the work shall be as described in the Section-VI of this RFP.

**e) Method of Selection:**

Bidder will be selected under Cost Based Selection-L1 (CBS) and procedures described in this RFP.

**f) Clarifications:**

Clarification/Query if any on the RFP shall be obtained from the following address:

**The Director (M)**

**Inland Waterways Authority of India**

**A-13, Sector – 1,**

**Noida-201301**

**Tel: (0120) 2543931, Fax (0120) 2522969**

**Website: [www.iwai.nic.in](http://www.iwai.nic.in) Mob: 09910530099.**

- g)** 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.

**Director (M)**  
**IWAI, Noida**

## **SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)**

## 1. Background

Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India and on behalf of the Government of West Bengal invites online bids for the dredging at

- (a) Lot No 8 – Schedule A
- (b) Passenger Vessel Jetty No 2 near Lot No8 and Benuban to Mohana (Chemaguri creek) – Schedule Bin the state of West Bengal

## 2. Introduction

- 2.1 The Employer will select a dredging firm/organization (the Contractor) in accordance with the evaluation process and method of selection specified in clause 15 & clause 16.2 Section- II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Terms of Reference.
- 2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

## 3. Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria:-

- 3.1 Bidder may be a firm that is a private entity, a Government owned entity or any combination of such entities in the form of JV/consortium under an existing agreement or with the intent to enter into such agreement supported by a Letter of Intent. Bidders that are Government owned entity in the employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the employer.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the maximum value of the order executed by him together with the details of name of the party, order value, scope of work, completion period stipulated in the order and actual

completion period / date. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in JV, the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit completion certificate awarded to it by the main contractor.

3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in 3.2 above is mandatory to qualify.

3.3.1 The firm must own or arrange on lease/hire basis cutter suction dredgers with

- a. atleast two cutter suction dredgers, one with an output not less than 500 cum/hr of solids and second with an output not less than 400 cum/hr of solids for schedule A
- b. atleast one cutter suction dredger, with an output not less than 400 cum/hr of solids for schedule B

and have the experience in carrying out dredging work in a riverine tidal condition with deployment of Cutter Suction Dredgers

3.3.2 The firm must be able to mobilize dredgers for the schedule quoted for in 10 days from the date of letter of award (LOA). The firm has to mobilize two Cutter Suction Dredgers of capacity stated in Clause 3.3.1 a for schedule A and one cutter suction Dredger of capacity as stated in Clause 3.3.1 b for schedule B

3.3.3 Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2013-14, 2014-15, 2015-16), , Current P.F. statement, E.S.I. Registration etc. The firm should also submit documents in support of compliance of Minimum Wage Act.

3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in clause 16.1.3 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.

3.5 Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency

(World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.

- 3.6 The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered unless the parent company/subsidiary/sister company is part of the JV/consortium participating in the Bid.
- 3.7 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.8 The Bidder shall also indicate following:
  - 3.8.1 The Bidder shall have adequate resources for successful execution of Dredging and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized/scheduled bank in India for an amount as indicated in Section - III: Data Sheet.
  - 3.8.2 The Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Pre-bid Meeting**

Owing to the urgency of the project there shall be no pre-bid meeting. Bidders shall submit their proposals based on their understanding of this Tender Document.

#### **5. Clarifications and Addendums**

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.
- 5.2 The Employer will respond to the clarifications sought and upload it on the IWAI website and CPP portal. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure mentioned hereunder:
  - (i) At any time before the submission of Bids, the Employer may amend the RFP by issuing an addendum/corrigendum (amendment) in writing or by e-mail.

The information of issue of such amendment shall be uploaded on the website as well as sent to all the Contractors and will be binding on them. The Contractors shall acknowledge receipt of all amendments. To give Contractors reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> IWAI's website "www.iwai.nic.in"

## **6. Preparation of Bids**

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

### **6.1. EMD**

#### **6.1.1 Bidders shall furnish EMD for the amounts as mentioned in Section III Data Sheet.**

In case the bidder wishes to quote for more than one Schedule, then the bidder should furnish separate EMD for each schedule. In case bidder wishes to apply for one schedule only, then the bidder shall submit EMD mentioned against that schedule.

EMD for the amount mentioned above shall be deposited to IWAI Fund through RTGS

- i) Name of Bank Account: IWAI Fund
- ii) Bank Name and Address: Union Bank of India, Sector 15 Noida
- iii) Bank Account number: 5132020500000007
- iv) IFSC: UBIN0551325

#### **6.1.2 A part of EMD is acceptable in the form of bank guarantee also. In such case, minimum 50% of EMD or INR 20 Lakhs, whichever is less shall be deposited through RTGS and balance can be deposited in the form of Bank Guarantee of any scheduled bank in India, having validity for six months or more from the last date of bid submission. Part of EMD acceptable in the form of bank guarantee shall be deposited as per the attached bank guarantee format (Annex VI)**

#### **6.1.3 Bids submitted without EMD shall be rejected as non-responsive.**

#### **6.1.4 No interest shall be payable by the Employer for the sum deposited as earnest money**

deposit.

- 6.1.5 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- 6.1.6 The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as Security Deposit and that given in the form of Bank Guarantee will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 6.1.7 Part of EMD acceptable in the form of bank Guarantee shall be deposited as per attached Bank Guarantee format (Annexure VI).
- 6.1.8 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
  - (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
  - (iii) If the Bidder tries to influence the evaluation process.
  - (iv) If the Bidder withdraws his proposal during negotiations.
  - (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
  - (vi) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of award of work
  - (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing.
  - (viii) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in Clause 17.5 of GCC.
  - (ix) In case the bidder fails to furnish the prescribed performance guarantee within the prescribed period as mentioned in clause 4.4.1 of GCC
  - (x) In case of forfeiture of earnest money, as prescribed in vii and ix above, the tenderer shall not be allowed to participate in the retendering process of the work.

## **6.2. Tender Fee**

All Bidders are required to pay Tender Fee as mentioned in Section-III of Data Sheet through RTGS, to be deposited in IWAI FUND as per the details mentioned in Clause



6.1.1 above. The Tender Fee is Non-Refundable. The tender fee is same for one schedule and /or for all the schedules.

### **6.3. Bank Solvency**

All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India for the amounts as mentioned in Section III Data Sheet

In case the bidder wishes to quote for one or more Schedule, then the bidder should furnish Bank solvency certificate for the total amount stipulated for each of the Schedule. The solvency certificate submitted by the bidder shall not be older than 1 year from the last date of bid submission. In case bidder does not adhere to this criterion his bids shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized/Scheduled Bank in India in the name of the bidder. In case of a JV/consortium the solvency certificate should be in the name of the lead member.

### **6.4. Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes (such as inter alia value added tax, Works Contract Tax, sales tax, service tax, income taxes, custom duties, fees, levies and GST etc.) and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned thereon.

### **6.5. Currency**

Bidders shall quote the price of their Assignment/job in Indian Rupees.

### **6.6. Language**

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this RFP. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects as per this RFP. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query/ clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

### **6.7. Bid Validity**

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, the amount quoted for the services in the Financial Bid shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

### **6.8. Number of Bids**

A bidder can submit one bid only either as a single entity or in the form of a JV/consortium. It is clarified that a bidder cannot submit bid as a single entity for one schedule and participate forming a JV/consortium for another schedule. However a bidder can, as a single entity or in a JV/consortium, participate in multiple schedules of this Bid. Bidders' participation in multiple schedules shall be substantiated in Form 4A: Form of Tender. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

### **6.9. Bids by Joint venture/consortium**

- 6.9.1. The Joint Venture/consortium can be entered between two or more firms and limited to maximum three firms.
- 6.9.2. The lead partner has to be an Indian company. The lead member should have highest share of participation in a JV/consortium.
- 6.9.3. In case the bidder is a JV of two members then the minimum share of the 2nd member shall be 25%. In case the bidder is JV/consortium of three members then the minimum share of 2nd and 3rd member shall be 15% each, with total share of all the JV/consortium members being 100%.
- 6.9.4. 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. A copy of the Joint Venture Agreement in accordance with requirements mentioned in this RFP shall be submitted along with the bid. The bidder has to submit documentary proof of "intent of forming JV/consortium" on Rs.100/- notarized stamp paper at the time of submission of bid. However, successful bidder is required to

submit proof of registration of JV/consortium after issue of Letter of Intent and before signing of agreement. The members of JV/Consortium shall incorporate a special purpose vehicle as Contractor under the provisions of Companies Act, 1956, (as their wholly owned subsidiary) to execute the Project, if awarded to the JV/Consortium.

The Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:

- Name of the Lead Partner
- Clearly mentioned Percentage share of JV / Consortium members adhering to the clause 6.9.3 mentioned above.
- “All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms”

6.9.5. Lead partner’s authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners/members of JV/consortium.

6.9.6. The Lead Partner 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.

6.9.7. 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 Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture/consortium. 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.

6.9.8. 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 6.9.7 above, all the partners of the Joint Venture/consortium will retain the full and undivided responsibility for the performance of their obligations under the

Contract and/ or for satisfactory completion of the Works.

6.9.9. The bid submitted shall contain all relevant information for each member of JV/consortium as per the requirement stipulated under clause 10.1 of ITB

6.9.10. Lead member should have stake in the Joint Venture / consortium as stipulated in Clause 6.9.3 of Instructions to Bidders (ITB). However, the JV / Consortium members together shall meet the overall qualification Criteria stipulated in Clause 16.1 if ITB.

6.9.11. For sustainability of JV, clause 24 of GCC shall be referred.

## **7. Conflict of Interest**

7.1 Employer requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s)/job(s) or his own corporate interests and act without any consideration for future work.

7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances

7.3 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the Contractor himself or any of his employees or representatives are found to be persons/person who have held class I post under IWAI immediately before retirement and has within one (1) year of such retirement accepted without obtaining the previous permission of IWAI, or the Chairman as the case may be, and employment as contractor, 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 this clause, IWAI 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 IWAI on account of such termination without prejudice to IWAI's right to proceed for legal action against such officer.

## **8. Acknowledgement by Bidder**

It shall be deemed that by submitting the Bid, the Bidder has:-

8.1 Made a complete and careful examination of the Tender for Dredging Works identified locations;

8.2 Received all relevant information requested from the Employer;

- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Acknowledged that he does not have a Conflict of Interest; and
- 8.5 Agreed to be bound by the undertaking provided by him under the terms and conditions laid in this tender document.

## **9. Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 9.2 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.
- 9.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Contractors/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Contractor/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.

- 9.10 Then the Bidder may log into 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 e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 9.12 From the favourite's folder, he selects the tender to view all the details indicated.
- 9.13 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.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online 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.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer 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.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all

sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.

- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure/see that the Bid document submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.



- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.
- Contact Telephone Numbers: 0120-2549856, 0120-4200462, 0120-4001002, 91-8826246593

## **10. Submission of Bids**

The Hard Copy of original instruments in respect of cost of Tender document, earnest money along with the complete bid document as enumerated below, must be delivered to Director (M), IWAI on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The Tender fee shall be non-refundable.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

### **10.1 Cover-I: Technical Bid**

#### **10.1.1 Enclosure – I**

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex – VI (if submitted in the form of BG)
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general



identity card (passport/Driving licence/Voter's ID etc.) of the authorised representative.

- e. Power of Attorney for lead member of the JV/Consortium as per Form 4K
- f. Joint Bidding Agreement as per Form 4M
- g. Statement of legal Capacity as per Form 4L
- h. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- i. Scanned copy of Form of Tender (Form 4A)
- j. Scanned copy of a signed declaration by the bidders (Form 4G)
- k. Applicant's Party Information Form (Form 4H)
- l. Composition/Ownership/Shareholding pattern of the organization
- m. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- n. Registration/incorporation certificate of the company/Firm.

#### **10.1.2 Enclosure – II**

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year i.e. 2013-14, 2014-15 and 2015-16.
- b. Scanned copy of Service Tax Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Form 4C of Section IV for average annual turnover
- e. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- f. Integrity agreement

#### **10.1.3 Enclosure – III**

Scanned copy of complete Company profile with details such as:

- a. Background of the organization

- b. Copies of completion certificate on client letter head for similar projects executed by the bidder in last seven years. The submitted certificates shall comply to conditions laid in clause 3 of ITB ( Bidder Eligibility Criteria) Such eligible projects shall be supplied in Form 4B of Section IV
- c. Copies of work order/agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form- 4F of Section IV. The bidder shall also submit, along with Form – 4F, plan/provision to move the existing machinery to the project site when required.
- d. General construction experience of the bidder to be submitted as per Form 4N

#### 10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR and must include the information of the Dredger / equipment to be mobilized for carrying out the dredging work and the detailed plan of mobilization of the dredger from its present location to the dredging site including the time taken for the same.
- b. The Bidder shall submit the technical description of the dredger to be as per the format below. The contractor will have to submit copies of all statutory certificates.

Details of the Cutter Suction Dredgers being offered.

Sl. No.	Particulars	Details
1	Name of The Dredger	
2	Owners	
3	Flag	
4	Hourly Dredging Capacity, Solid	
5	Disposal Pumping Distance	
6	Official No.	
7	Registering Authority	
8	Dredging Depth	

9	Dredge Pump Engine (Nos, Make, Bhp Each)	
10	Dredge Pump (Make, Bhp)	
11	Production Meter (If Any) (Make, Calibration Certificate)	

- c. The Dredgers must fulfil the following criteria
- The Dredgers must have valid statutory certificate.
  - Dredger should be fully manned at all times and work for minimum 20 hours a day.
  - The dredger should have dredging capacity of not less than 500 cum/hr of solid and 400 cum/hr of solid for schedule A and 400 cum/hr of solid for schedule B
  - The dredger should be capable of disposal at a minimum distance of atleast 500 metres through floating and shore pipe lines.
  - The maximum dredging depth shall not be less than 10 Metres.
  - The dredger must be capable of working in the tidal condition of River Hooghly.

Note: IWAI shall reserve the right to inspect the dredgers and ancillary equipment offered by technically qualified bidders before opening of their price bids. In addition, the Bidder shall submit the List of Equipment to be deployed as per Form 4Iof Section IV (Details of make and manufacture to be provided).

**It may be noted that the Technical Bid shall not contain any reference to any fee or charges.**

## **10.2 Cover-II: Financial Bid**

Financial Bid in excel format (BoQ\_1,2) provided along with this Tender as Form Fin – 2shall be used for quoting prices/offer.

- This will contain fixed price contract rate to be charged for completing the work.
- While working out the price, following points should be noted:
  - The Contractor will have bear the cost of mobilization of the dredger from its present location to the dredging site and de-mobilization of the dredger and

load all related cost in the rate per cum quoted. All other incidental cost during the dredging operation is to be borne by the Bidder.

- (b) The Contractors will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project for visiting various offices in different States, and other places for meetings, data collection, presentations, public consultation during field visit, secretarial staff, their salary, allowances, overhead expenditure etc.
- (c) 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 except for service tax which will be reimbursed to the Contractor on producing proof of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration of Works of Dredging Works at identified locations shall be as specified in Section – III: Data Sheet.

## **11. Extension of Bid submission date**

The employer may extend the date of submission of bids and shall inform all the bidders by issuing an addendum and uploading the same in website.

## **12. Late Proposals**

As the submission of the bids is online, proposals received within the stipulated time will be considered for evaluation.

## **13. Liability of the employer**

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under clause 9 of ITB, have been read and understood by the bidder. The hard copy of the bids, if submitted by the bidder shall be for reference only and will not be treated as a substitute to online bids submission

and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

#### **14. Modification/Substitution/ Withdrawal of Bids**

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document.

No bid shall be modified after the deadline for submission of bids.

#### **15. Bid opening and evaluation process**

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 The employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.
- 15.3 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 Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the RFP, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.
- 15.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
  - 15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11.
  - 15.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;

- 15.4.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 15.4.4 It does not contain any condition or qualification
- 15.5 The Employer 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.
- 15.6 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.7 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

## **16. Qualification Criteria and Bid evaluation**

### **16.1 Qualification criteria**

#### **16.1.1 Dredging works**

The bidder should mobilize suitable dredging and reclamation equipment capable of executing the dredging work within the time schedule. The documentary evidence about the capability, experience in the relevant field and financial status shall be furnished along with the offer. The experience of having successfully completed similar work in the previous 7 (seven) years ending last day of the month previous to the one in which this Tender is invited should be:

#### **(I) To qualify for Schedule A:**

- a) 3 similar works each costing not less than INR 2.90 Crores or
- b) 2 similar works each costing not less than INR 4.35 Crores or
- c) 1 similar work costing not less than INR 5.80 Crores

#### **(II) To qualify for Schedule B:**

- a) 3 similar works each costing not less than INR 1.02 Crores or
- b) 2 similar works each costing not less than INR 1.52 Crores or
- c) 1 similar work costing not less than INR 2.03 Crores

#### **(III) To qualify for both the Schedules:**

- a) 3 similar works each costing not less than INR 3.92 Crores or
- b) 2 similar works each costing not less than INR 5.87 Crores or

- c) 1 similar work costing not less than INR 7.83 Crores

16.1.2 Average annual turnover for last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should be

- (i) At least INR 2.18 Crores (INR Two Crore Eighteen Lakhs) to qualify for schedule A.
- (ii) At least INR 0.76 Crores (INR Seventy six Lakhs) to qualify for schedule B.
- (iii) At least INR 2.94 Crores (INR Two Crores Thirty Nine Lakhs) to qualify for both the schedules.

16.1.3 Equipment and experience

- 1) For minimum eligibility pertaining to equipment, the Bidder may refer clause 7 of ToR.
- 2) Details of dredging work executed in last 7 years, type of dredging work executed, details of dredgers deployed, quantity, scheduled period of execution, date of commencement and date of completion and certificate/testimonials from the concerned clients regarding successful completion of the job. This shall be read in conjunction with clause 3 of ITB.
- 3) Details of dredger(s) and other supporting crafts and facilities including discharge pipeline etc. available and proposed to be deployed and their mobilization time to this site.

## **16.2 Bid evaluation**

16.2.1 The Bids shall be evaluated based on the criteria mentioned above. In case a bidder fails to meet the above mentioned qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened.

16.2.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one:

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake

all the items of the work as listed in Bill of Quantity no. (BoQ) -1 and 2 of section V of bid document.

- 16.2.3 The lowest priced bidder i.e. L-1 shall be chosen separately for the both Schedules based on the amount quoted by the bidders in each BoQ (1 and 2) of Section V. For avoidance of doubt it is clarified that each schedule will be evaluated separately and the bidder who has quoted the lowest for a particular Schedule shall be considered for award of that schedule.

## **17. Award of Contract**

- 17.1 The Employer shall issue a Letter of Award to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.
- 17.2 The Contractor will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in Section VII, within 3days of issuance of the Letter of Award.
- 17.3 The Contractor is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.



## SECTION - III: DATA SHEET

## DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION	
1.	-	Employer	The Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301	
2.	2.2	Name of the Assignment/job is	Tender for dredging in river muriganga in and around LCT jetty & passenger vessel jetty and in chemaguri khal in state of West Bengal	
3.	2.1	Method of Selection	CBS (Cost Based Selection) – L1	
4.	2.3	Date & time for submission of Bid	<b>Date : 05.12.2016</b> <b>Time : Latest by 1200 Hrs (IST)</b>	
5.	5.1	Last date for seeking clarifications	<b>Date : 28.11.2016</b> <b>Email Id:</b> vcdialani.iwai@nic.in	
6.	6.1	EMD	Both Schedule A & B	INR 19.55 Lakhs
			Schedule – A	INR 14.49 Lakhs
			Schedule – B	INR 5.06 Lakhs
7.	6.2	Tender Fee	INR 3000/-	
8.	6.3	Bank Solvency	Both Schedule A & B	INR 3.92 Crores
			Schedule – A	INR 2.90 Crores
			Schedule – B	INR 1.02 Crores
9.	-	Estimated Cost	INR 9.78 Crores for any one of the schedule out of stipulated Schedules – A and B	
			INR 7.25 Crores for schedule A	
			INR 2.53 Crores for schedule B	
10.	6.7	Bid Validity	30 days after submission date of the Technical Bid	
11.	3.3	Similar Works	Similar works means dredging work by use	

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
			of Cutter Suction Dredgers in a riverine tidal condition. The criteria for such similar works is as stipulated in Clause 16.1.1 of ITB
12.	-	JV/consortium allowed	Yes
13.	-	The formats for the Technical Bid	FORM 4A: Form of Tender
			FORM 4B: Eligible Projects
			FORM 4C: Average Annual Turnover
			FORM 4D: Power of Attorney (for authorized representative of the bidder)
			FORM 4F: List of Ongoing assignments
			FORM 4G: Declaration by the Bidders
			FORM 4H: Applicant's Party Information Form
			FORM 4I: List of the dredgers, equipment etc. proposed and assessment of the dredging capacity & deployment schedule
			FORM 4J: Format for clarifications sought by Bidders
			FORM 4K: Power of Attorney for Lead Member of JV/Consortium
			FORM 4L: Statement of Legal Capacity
			FORM 4M: Joint Bidding Agreement
			FORM 4N: General Construction Experience
14.	15.3	Bid Opening date	<b>Date</b> : __.__.2016 <b>Time</b> : ____ hrs
15.	18.3	Location of Assignment	West Bengal
16.	10.3	Duration of Works	40 days

## **SECTION-IV: TECHNICAL BIDSTANDARD FORMS**

## FORM 4A: Form of Tender

To

The Director (M)  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector-1, NOIDA– 201 301, U.P.

Sub: Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty  
and in Chemaguri Khal in State Of West Bengal

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Conditions of Contract (SCC), Technical, General and Detailed specification, Bill of Quantities, agreement and bank guarantee forms, etc. for the above named works, I/ We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, SCC, Schedule of quantities for the sum as stated in Bill of quantities of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD for the following Schedules vide RTGS / NEFT in IWAI Account as per the details given therein:

S No.	River, Schedule	RTGS / NEFT No. and Date	EMD (INR)	Details of the bank (Name of bank, branch, address)
1.				
2.				

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 30 days from the date of opening of technical bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an  
on behalf of

(Name and address of firm)

M/s .....

Telephone no's.....FAX No.....

## FORM 4B: Eligible Projects

### Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying the services similar to the ones requested under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
2. Exhibit only those projects undertaken in the last Seven (7) years.
3. Projects without the proof of completion certificates including start Date, end date and value of the work executed from respective client will not be considered.
4. Projects that have been substantially completed shall also be considered. Substantially completed projects shall be based on 90% or more works completed under the contract and substantial completion of projects shall be supported by client certificates.

S. No.	Name & location of project	Contract Value in INR	Dredging Quantity in Cum	Date of Commencement	Scheduled completion date	Actual completion date	Details of dredging work including disposal of dredged spoil.

**Firm's Name** : .....

**Authorized Signature** : .....



**Note:**

1. For the purpose of evaluation Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper shall not be considered for evaluation.

## FORM 4C: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Annual Turnover of Applicant (INR)
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
<b>Average Annual Turnover</b>		[ indicate sum of the above figures divided by 3]

### Certificate from the Statutory Auditor

This is to certify that..... [*Name of the Firm*][*Registered Address*] has received the payments shown above against the respective years.

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**

**(Signature of the Statutory Auditor Seal of the Firm)**

### Note:

1. In case the Contractor does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
2. This Form shall be submitted on the letter head of the CA/statutory auditor.

**FORM 4 D: Power of Attorney**  
(for authorized representative of the bidder)

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. ....son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of . ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal. The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE  
EXECUTED THIS POWER**

**OF ATTORNEY ON THIS                      ... DAY OF.....        ....., 20\*\***

**For ...**

**(Signature, Name, Designation and Address)**

**Witnesses:**

1. ....
2. ....

**Accepted**

**(Signature, name, designation and address of the Attorney)**

**Notes:**

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

### FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including dredging quantity	Value of contract	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion	Machinery deployed

## FORM 4G: Declaration by the Bidders

To,

Date:.....

**The Director (M),  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector – 1, Noida - 201 301,  
District- Gautam Buddha Nagar (U.P.)**

**Kind Attention:** Director

**Sub: Declaration from the Bidder.**

**Tender Reference No:**.....

Dear Sir,

This is with reference to the above mentioned Tender document.

I/We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	I/We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	<input type="checkbox"/>	I/We accept the payment terms of clause 15.2 of General Conditions of Contract.
4.	<input type="checkbox"/>	I/We provide our acceptance to all Tender Terms and Conditions.
5.	<input type="checkbox"/>	Acknowledgment by Bidder as per Clause 8 of ITB

6. I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.
7. I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
8. I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine.

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

**Note:** Please Tick the appropriate box in the above table.

## FORM 4H: Applicant's Party Information Form

Applicant name:

*[insert full name]*

Applicant's Party name:

*[insert full name of Applicant's Party]*

Applicant's Party country of registration:

*[indicate country of registration]*

Applicant Party's year of constitution:

*[indicate year of constitution]*

Applicant Party's legal address in country of constitution:

*[insert street/ number/ town or city/ country]*

Applicant Party's authorized representative information

Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above
- ☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

**FORM 4I: List of the dredgers, equipment, etc.**  
(Proposed and assessment of the dredging capacity & deployment schedule)

SL. No	Name of Dredger/craft equipment/Land equipment proposed (with registration)	Technical details i.e. type, size, machineries including registration & survey certificates, year of procurement, details of pipelines & their availability etc.	Rated capacity	Output expected(cubic metre of solids at situ ) to be achieved during operation *			Whether owned or to be hired/procured
				Per hour	Per week	Per month	

\* To be mentioned whether the assessment on the output to be achieved on one shift or two shift and duration of each shift:-

**Note: The bidder is requested to give all relevant and complete information as required including present location and if required he can use separate sheets. The certificates (registration, year of procurement) for the proposed machinery should be appended with this Form**

(Signature of authorized representative)



## FORM 4J: Format for Clarifications sought by Bidders

Name of Bidder:

Date of Submission:

### Clarifications

S. No.	Section No. Clause, Sub Clause No and Page No.	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

## FORM 4K: Power of Attorney for Lead Member of JV/Consortium

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

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the **“Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal”** and Whereas,

.....,

..... and .....(collectively the “JV/Consortium”)

being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, .....having our registered office at ....., M/s.  
..... having our registered office at ....., M/s.  
..... having our registered office at ....., and  
..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents

and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's Bid for the **“Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal”**.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20\*\*

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

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

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

Witnesses:

- 1.
- 2.

.....  
(Executants)

(To be executed by all the Members of the  
JV/Consortium)

**Notes:**

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

## FORM 4L: Statement of Legal Capacity

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

Ref. Date:

To,

The Director (M)

Inland Waterways Authority of India

A-13, Sector-1,

NOIDA – 201 301

Uttar Pradesh

India

Dear Sir,

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

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

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Lead Member/Authorised Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

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

## FORM 4M: Joint Bidding Agreement

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

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

AMONGST

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

AND

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

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

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated ..... (The “**tender Document**” for “**Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal**” (the “**Project(s)**”)
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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

## 1. Definitions and Interpretations

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

## 2. JV/Consortium

- 2.1 The Parties do hereby irrevocably constitute a JV/consortium for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/ or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## 3. Covenants

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

## 4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/Consortium during the Bidding Process and until the signing of the tender for **Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal** when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for **Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal** (c)

Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority,

in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV/Consortium's Special Purpose Company.

## 5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for **Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal**, till such time as prescribed in accordance with the tender for **Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal**

## 6. **Shareholding**

- 6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to .....(as per clause 6.9.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold ..... (as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the contractor.
- 6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for **Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal**.

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

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;



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

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for **Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal** Contract is achieved under and in accordance with the tender for **Dredging in River Muriganga in and Around LCT Jetty & Passenger Vessel Jetty and in Chemaguri Khal in State of West Bengal** in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## 9. Miscellaneous

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

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

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

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of**

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

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of**

**For and on behalf of SECOND PART**

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**Notes:**

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

**FORM 4N: General Experience**  
Each Bidder or member of a JV must fill in this form

General Experience				
Contract Identification and Name of Employer Brief Description of the Works Executed by the Bidder	Starting Month Year	Ending Month Year	Years	Role of Bidder

## **SECTION - V: FINANCIAL BIDSTANDARD FORMS**

## Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the services for the Assignment/Job for [Insert title of Assignment/Job] in accordance with your Request for Bid dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all types of taxes (such as VAT, Sales tax, Income tax, duties, fees, levies). We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in .....clause...

We understand you are not bound to accept any Bid you receive.  
We remain,

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory :**

**Name of Firm :**

## Form Fin – 2: Summary of Cost

### I. BoQ 1

Sr. No.	Particulars	Schedule – A: LOT No 8
1.	Dredging	
2.	Service Tax*	
Total		

### II. BoQ 2

Sr. No.	Particulars	Schedule - B :Passenger Vessel Jetty No 2 near Lot No 8 and Benuban to Mohana (Chemaguri creek)
1.	Dredging	
2.	Service Tax*	
Total		

### Authorized Signatory

Name :

Designation :

Name of Firm :

Address :

**Form Fin – 2 A: BOQ-1(Schedule – A)**  
**Schedule A: LOT No 8**

Sr. No.	Name of Work	Unit	Estimated Qty.	Quoted Rate (per cum) (INR)	Total Amount
A	Dredging				
	Execution of dredging through the assistance of dredgers of appropriate size, type and capacity as per general & special conditions and Technical specification. The rate includes mobilization and de-mobilization charges, shifting charges from shoal to shoal, dumping of dredged spoil up to maximum 500 m through pipelines (floating and shore) including taxes (except service tax) as prevailing and all other charge, expenditure etc. complete in all respect	cum	3,15,000		
B	Service Tax				

**Authorized Signatory**

**Name** :  
**Designation** :  
**Name of Firm** :  
**Address** :



**Form Fin – 2B: BOQ-2 (Schedule - B)**  
**Schedule - B: Passenger Vessel Jetty No 2 near Lot No 8 and Benuban to Mohana**  
**(Chemaguri creek)**

Sr. No.	Name of Work	Unit	Estimated Qty.	Quoted Rate (per cum) (INR)	Total Amount
A	Dredging				
	Execution of dredging through the assistance of dredgers of appropriate size, type and capacity as per general & special conditions and Technical specification. The rate includes mobilization and de-mobilization charges, shifting charges from shoal to shoal, dumping of dredged spoil up to maximum 500m through pipelines (floating and shore) including taxes (except service tax) as prevailing and all other charge, expenditure etc. complete in all respect	cum	1,10,000		
B	Service Tax				

**Authorized Signatory**

**Name** :

**Designation** :

**Name of Firm** :

**Address** :

## **SECTION-VI: TERMS OF REFERENCE (ToR)**

## **PART I – SCOPE OF WORK**

## **1. Brief about Project**

The dredging work is to be carried out at designated locations / sites and along the river for facilitating safe movement of LCT and all other launches / crafts for transportation of pilgrims / passengers, vehicles, Trucks etc. in the state of West Bengal.

## **2. Scope of Work**

In view of siltation in and around the jetties at Lot No.8 and jetty No. 2 in Muriganga River (Channel Creek), and jetty No 1 to Benuban and Benuban to Mohana (Chemaguri creek) the depths in this schedule is required to be improved so as to facilitate safe movement of LCT and all other launches / crafts for transportation of pilgrims / passengers, vehicles, Trucks etc. during the ensuing Sagar Mela period commencing from 10.01.2017., Unless it is explicitly restricted, Scope of Work under the Contract shall include, but not limited to the following

- 2.1 The work involves dredging primarily at Schedule A: LOT No 8 and Schedule - B : Jetty No 2 near Lot 8 and Benuban to Mohana Chemaguri Creek by using Cutter Suction Dredgers.
- 2.2 Atleast two cutter suction dredgers for schedule A with a capacity of 500 cum/hr and 400 cum/hr and one cutter suction dredger for schedule B with a capacity of 400 cum/hr of solids per hour each at a distance of atleast 500 meters from the dredging ground should be deployed for the work.
- 2.3 The dredged materials is to be dumped ashore in the designated dumping grounds provided by the Government of West Bengal. In case the dumping ground is more than 250-500meters away from the dredging site, the same is to be done at the direction of the Engineer-in-Charge (EIC) or his authorized representative.
- 2.4 It is estimated that an in-situ quantity of approximately 3.15 lakh cum of silt would be required to be dredged to achieve the target at schedule A.
- 2.5 It is estimated that in-situ quantity of approximately 1.10 Lakh cum would be required to be dredged in the schedule B.
- 2.6 The work has to be completed within 40 days from the date of Letter of Award (LoA). Further, the contractor may be required to maintain at least one dredger at each of the

locations, one at Lot No. 8 and another at Chemaguri during the Sagar Mela period to take care of exigencies even if the depths have been achieved in time.

- 2.7 The successful bidder has to man, maintain and operate the dredgers as per directives of the Engineer in-Charge (EIC) or his authorized representative. However, as directed by the supervising agency (KoPT and /or Govt. of West Bengal), the Contractor has to make suitable navigable path at one of the Jetties at Lot No 8 on priority basis within 26<sup>th</sup> December 2016 for the movement of big vessels carrying trucks from Lot No 8 to Kachuberia.

- 2.8 All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.

*Note : Responsibility of operating the dredgers and ancillary equipment including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.*

- 2.9 Log Book: The contractor has to maintain a daily log book for the dredgers. All particulars of the dredgers including their movements, sweep, advance, dredged depth, daily operational hours etc. to be logged daily and to be signed by the In-Charge / Master of the dredger. This extracts are to be sent to the Engineer-in-Charge or the authorized representative and also to the supervising agency (Officials of KoPT and/or Govt. of West Bengal).on daily basis.

- 2.10 Pricing of the Work:

The bidder is required to quote per cum in situ rate for execution of the dredging work in the format as specified in Form Fin -2. The rate quoted should be inclusive of all the expenses connected to the operation of the Dredgers. Supply of manning, stores, fuel and lubricants and all other materials required for maintenance, running and operation of the Dredgers shall be the liability of the contractor. The charges shall accrue to the contractor at the rates quoted by him and accepted by IWAI. The rate should be inclusive of all Taxes and Duties except Service Tax and applicable cess as on the time of submission of bid.

### **3. Timelines**

Time is the essence of the contract. Therefore, the work is to be commenced and completed strictly as per schedule i.e. all the dredgers and ancillary equipment should

be mobilized in time so as to commence the work within 10 days from the date of issuance of 'Letter of Award'. The work has to be completed within 30 days thereafter. Even if the required depths are not achieved, the contract will not be extended beyond 10<sup>th</sup> January 2016 or as required till the end of the Sagar Mela period 2016.

#### **4. Deliverables and Payment Schedule**

The deliverables and payments shall be as defined below:

- 4.1 The contractor will be paid on completion of the dredging work on the basis of quantity dredged measured in-situ and established through pre-dredge and post dredge survey. The pre-dredging surveys of the dredging sites have been carried out by KoPT on behalf of Govt. of West Bengal and the post-dredging survey shall be carried out jointly with the Contractor. Interim surveys as may be required shall be carried out to ascertain the progress of work.
- 4.2 Final survey will be carried out on by 10<sup>th</sup> January, 2016. Payment will be made on the depth available on that date as compared to the pre-dredge survey before the commencement of work. No interim payment will be made. The computation of the dredged volume will be done by KoPT and certified by Govt. of West Bengal based on which payment shall be released to the Contractor either by Govt. of West Bengal directly or through IWAI.
- 4.3 On completion of the satisfactory work, the contractor shall submit the bill/invoice along with detailed calculation sheet of quantity dredged supported by certified pre-dredge & post-dredge survey charts.
- 4.4 The bidder must submit their Bank Account No. with E.C.S. facilities along with bill for payment.
- 4.5 The total Contract Price payable under the Contract shall be stipulated in the Letter of Award and thereupon shall become part of this Contract and be paid in accordance with the terms mentioned in the Contract document.
- 4.6 No escalation on any account during the period of the Contract will be applicable.
- 4.7 The Contractor shall submit the compiled daily dredging log certified by EIC. The daily log shall contain the following information:
  - Date of Dredging.

- Dredge Area.
- Start and stop timings of dredging operation.
- Dredging done (in terms of quantity).

## **5. Manpower**

The Contractor shall deploy experienced and competent manpower on board the dredger and comply with the requisite competency certificates in accordance with Inland Vessels Act 1917.

## **6. Equipment**

The Contractor shall provide required list of equipment which are to be deployed at dredging site as stipulated in Section II, Clause 10.1.4 of ITB and Form 4I

The Dredgers must fulfil the following criteria

- i. The Dredgers must have valid statutory certificate.
- ii. Dredger should be fully manned at all times and work for minimum 20 hours a day.
- iii. The dredger should have dredging capacity of not less than 500 cum/hr of solid and 400 cum/hr of solid for schedule A and 400 cum/hr of solid for schedule B.
- iv. The dredger should be capable of disposal at a minimum distance of atleast 500 metres through floating and shore pipe lines.
- v. The maximum dredging depth shall not be less than 10 Metres.
- vi. The dredger must be capable of working in the tidal condition of River Hooghly.

Note: IWAI shall reserve the right to inspect the dredgers and ancillary equipment offered by technically qualified bidders before opening of their price bids. In addition, the Bidder shall submit the List of Equipment to be deployed as per Form 4I of Section IV (Details of make and manufacture to be provided).

## **7. Association of Part I and Part II of ToR**

The technical specifications detailed in part II of ToR shall be read in conjunction with part I – scope of work. Additional works detailed in part II of ToR shall also fall in the scope of work of the contractor.

## **PART II – TECHNICAL SPECIFICATIONS**



## **A. DREDGING**

### **1. General**

The estimated quantities may vary +/- 20 % for which no change in unit rate for dredging will be admissible.

## **1 Dredging in schedule A and Schedule B**

### **1.1 Brief description of Works**

The channel shall be dredged to maintain 2.0 m depth below the Datum (water level) at the time of post-dredging survey and shall have a minimum bottom width of 30 m (excluding tolerances) The dredging at Lot No 8 and in vicinity of all the Jetties is to be done as per the requirement of that location.

The contractor shall be liable to bear the expenditure of all manpower, material and equipment required for the work at his cost. The Contractor must, therefore, have thorough knowledge about the work prior to submission of his rates. No extra claim in this regard shall be entertained once the contract has been awarded

### **1.2 Dredge Tolerances**

The dredge level in the navigation channel shall not exceed an upper tolerance of + 0 mm and a lower tolerance of - 200 mm, where + indicates a height above the design dredge level and - indicates a depth below the design dredge level. No ridges or pinnacles above the design dredge level shall be accepted. Horizontal tolerances for dredging in the navigation channel shall be - 0 mm and + 250 mm on both sides, where - indicates a deviation of the toe of the dredged slope (towards the channel) from the location specified in the contract drawings and + indicates a deviation of the toe of the dredged slope (away from the channel) from the location specified in the contract drawings. The Contractor will not be paid for the extra quantities in depth and slopes flatter than 1:5, beyond tolerances as specified.

### **1.3 Method of Measurement**

The final quantities to be used for establishing the value of the work for dredging material at the identified locations shall be the in-situ volume calculated from a pre-dredge and post-dredge survey of the Navigation channel and executed in accordance with the Contract. The area shall be calculated based on Simpson's Rule and the volume shall be calculated based on Trapezoidal Rule. Wherever Simpson's Rule is

not applicable, average area method shall be adopted. The Contractor shall maintain a daily dredging log and the same shall be verified by EIC.

### **3. Over dredging**

The Contractor shall not be permitted for over dredging in ordinary circumstances.

. The Contractor will not be entitled to payment for the extra material dredged.

## **SECTION - VII: GENERAL CONDITIONS OF CONTRACT**

## 1) GENERAL PROVISIONS

### 1.1 Definitions

- 1.1.1 **Employer** **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- 1.1.2 **Authority/ Department/ Owner** **“Authority/ Department/ Owner”** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- 1.1.3 **Chairman** **Chairman** means Chairman of Inland Waterways Authority of India.
- 1.1.4 **Chief Engineer** **Chief Engineer** means the Chief Engineer of the Authority.
- 1.1.5 **Director** **Director** means the Director of the Authority, as the case may be.
- 1.1.6 **Contractor** **Contractor** means the successful Bidder who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the Contractor’s successors, executors, representatives approved by the Engineer-in-charge.
- 1.1.7 **Contractor's Representative** **"Contractor's Representative"** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor, who acts on behalf of the Contractor.
- 1.1.8 **Employer's Personnel** **"Employer's Personnel"** means the Engineer, the assistants and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
- 1.1.9 **Contractor's Personnel** **"Contractor's Personnel"** means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.
- 1.1.10 **Engineer-In-** **Engineer-In-Charge (EIC) or Engineer** means the Employers

- Charge/Engineer** personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer.
- 1.1.11 **Engineer-in-charge representative/as sistant** **Engineer-in-charge representative/assistant** 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. In this tender, EIC's representative would also include officials of KoPT and/ or Govt. of West Bengal supervising the dredging operations including conducting pre dredge and post dredge survey.
- 1.1.12 **"Contract"** **"Contract"** means the Contract Agreement, the Letter of Award, the Form of Tender, the Conditions (GCC & SCC), the ToR, the Specifications, the Drawings, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Award.
- 1.1.13 **"Specification"** **"Specification"** means the technical specifications and special conditions of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
- 1.1.14 **Party** **Party** means either the employer or the contractor as the case may be and "parties" means both of them.
- 1.1.15 **Commencement Date** **"Commencement Date"** means the date notified under clause 8.1.
- 1.1.16 **Time for Completion** **"Time for Completion"** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 8.6) calculated from the Commencement Date.
- 1.1.17 **Day** **"Day"** means a calendar day and "Year" means 365 days.
- 1.1.18 **GCC** **"GCC"** means the General Conditions of Contract.
- 1.1.19 **SCC** **"SCC"** means the Special Conditions of Contract.

- 1.1.20 **Work Order** “**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.
- 1.1.21 **Letter of Award** “**Letter of Award**” means the formal letter issued by the employer to successful bidder to notify award of contract and shall specify including other terms and conditions, total contract price in consideration of execution & completion of works and the remedying of any defect therein by the contractor in accordance with the terms and conditions of the contract.
- 1.1.22 **Bill of Quantities** “**Bill of Quantities**” means the priced and completed bill of quantities forming part of the Tender.
- 1.1.23 **Tests on Completion** “**Tests on Completion**” means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the Employer.
- 1.1.24 **Final Completion Certificate** “**Final Completion Certificate**” means a certificate issued after completion Dredging by Govt. of West Bengal
- 1.1.25 **Contract Price** “**Contract Price**” means the price as specified in the letter of award subject to additions and adjustments thereto or deductions there from as may be made pursuant to the contract.
- 1.1.26 **Cost** “**Cost**” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.27 **Accepted contract Amount** “**Accepted contract Amount**” means the amount accepted in the Letter of Award for the execution and completion of the Works including remedying of any defects.

- 1.1.28 **Final Payment Certificate** **"Final Payment Certificate"** means the payment certificate issued under Sub-Clause 15.10
- 1.1.29 **Goods** **"Goods"** means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- 1.1.30 **Contractor's Equipment** **"Contractor's Equipment"** means all apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the dredging works.
- 1.1.31 **Site** **"Site"** means the places where the Dredging works are to be executed.
- 1.1.33 **Temporary Works** **"Temporary Works"** means all temporary works of every kind (other than contractor's Equipment) required on Site for the execution and completion of the dredging works and the remedying of any defects.
- 1.1.34 **Applicable Law** **"Applicable Law"** means the laws and any other instruments having the force of law in India for the time being.
- 1.1.35 **Approval** **Approval** means consent by the employer in writing
- 1.2 **Interpretations**
- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 Wherever in the Contract provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "determine" shall be construed

accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

### **1.3 Law and Language**

The Contract shall be governed by the law of the country (Indian Law).

The language for communications shall be English as stated in SCC.

### **1.4 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The contract Agreement (if completed),
- b) The Letter of Award/ Firm work order
- c) Special conditions of contract
- d) The priced bill of Quantities
- e) General conditions of contract
- f) The Drawings and Annexures.
- g) The Technical Specification
- h) Post bid correspondences and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the EMPLOYER /

ENGINEER shall be the sole authority to issue any necessary clarification or instruction in this regard.

### **1.5 Contract Agreement**

The Parties shall enter into a Contract Agreement within 7days after the Contractor receives the Letter of Award, unless they agree otherwise. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Bidder.

### **1.6 Assignment/sub-contracting**



The Contractor shall not assign the whole or any part of the work to any other Party/Firm/Individual without prior written consent of the Employer.

#### **1.7 Compliance with Laws**

The Contractor shall, in performing the Contract, comply with applicable Laws.

Unless otherwise:

- a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals for his equipment and manpower as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

#### **1.8 Joint and Several Liability**

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons/ companies

- a) these persons/ companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- b) these persons/ companies shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons/ companies shall provide a parent company guarantee as a part of bid submission.
- c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.

#### **1.9 Contract Details to be Confidential**

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable

laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without written approval of the Employer.

## **2) Employer**

### **2.1 Employer's responsibility**

The Employer shall ensure that the work carried out by the Contractor on the Site with:

- (a) full regard to the safety of all persons entitled to be upon the Site, and
- (b) keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

If under Clause 4.25 and 4.26 the Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.

### **2.2 Employer's Risks**

The Employer's risks are, in so far as they directly affect the execution of the Works in the country where the works are to be executed:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works,
- (f) loss or damage due to the use or occupation by the Employer of any Section or part of the works, except as may be provided for in the Contract,
- (g) loss or damage to the extent that it is due to the design of the Works, and

- (h) any operation of the forces of nature (insofar as it occurs on the Site) that an experienced contractor:
  - (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
    - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - (b) insure against such loss or damage.

## 2.3 Employer's Claims

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, the Employer or the Employer shall give notice and particulars to the Contractor. However, notice is not required for payments due. The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. Employer shall then proceed in accordance with the amount (if any) which the Employer is entitled to be paid by the Contractor. This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor.

## 3 Engineer

### 3.1 Engineer's Duties and Authority

The Employer shall appoint the Engineer who shall carry out duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out his duties. The Engineer shall have no authority to amend the Contract. The Engineer shall have the following roles and responsibilities

3.1.1 The Engineer shall carry out the duties specified in the Contract.

3.1.2 The Engineer may exercise the authority specified in or necessarily to be implied from the Contract. However, he should obtain the specific approval of the Employer before exercising any such authority; particulars of such requirements are as follows :-

3.1.2.1 consenting to the sub-contracting of any part of the Works under Clause 5;

3.1.2.2 certifying additional cost determined under Clause 4.6;

3.1.2.3 issuing a variation under sub clause 13.1 and 13.2 of clause 13, except:

- (i) in an emergency situation, as reasonably determined by the Engineer;  
or
- (ii) if such variation would increase or decrease the quantity of dredging & allied items by less than the percentage permitted as per SCC or;

3.1.2.4 Fixing rates or prices under sub clause 13.3, 13.4 and 13.5 of clause 13.

Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

3.1.2.5 Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

### 3.2 Engineer's Representative

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 3.3.

### 3.3 Engineer's Authority to Delegate

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:

- (a) Any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof, and

- (b) If the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

### 3.4 Instructions in Writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

### 3.5 Engineer to Act Impartially

Wherever, under the Contract, the Engineer is required to exercise his discretion by:

- (a) Giving his decision, opinion or consent,
- (b) Expressing his satisfaction or approval,
- (c) Determining value, or
- (d) Otherwise taking action which may affect the rights and obligations of the Employer or the Contractor

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 16.3.1.

### 3.6 Engineer at liberty to object

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

## **4 Contractor**

### **4.1 Contractor's General Responsibilities**

The Contractor shall, with due care and diligence, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The Contractor shall give prompt notice to the Engineer, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

### **4.2 Site Operations and Methods of Construction**

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of the works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

### **4.3 Contract Agreement**

4.3.1 The Contractor shall, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the form annexed to these Conditions with such modification as may be necessary. The Parties shall enter into a Contract Agreement within 7 days after the date of issue of the Letter of Award.

4.3.2 The Contractor shall be furnished free of charge certified true copy of the contract document.

4.3.3 A copy of the Contract Document 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.

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

#### 4.4 Performance Security and security deposit

4.4.1 The contractor shall be required to deposit an amount equal to 10% of the contract value of the work as performance guarantee in the form of irrevocable bank guarantee of any scheduled bank or State Bank of India in accordance with the form prescribed within 3days of the issue of the work order. The performance security shall be issued by a scheduled or nationalized bank in India.

For Tenders having financial quote up to 5% lesser than the estimated contract value, no additional security deposit is required. But for tenders having financial quote less by more than 5% of the estimated contract value, the difference between the quoted amount and 95% of estimated contract value in the form of BG/DD shall be submitted by the bidder within 15 days of the issuance of the work order. Similarly, for tenders having financial quote more than 5% of the estimated contract value, the difference between the quoted amount and the amount more than 5% of the estimated cost, up to a maximum of 10% more than estimated contract value in the form of BG/DD shall be submitted by the bidder within 3days of the issuance of the work order. The additional BG/DD defined herein shall be over and above the performance security and shall be returned along with the performance security to the contractor.

The Performance Security shall be valid three months beyond the stipulated completion date. No claim shall be made against such security after the issue of the completion certificate after stipulated completion date and such security shall be returned to the Contractor within 21 days after stipulated completion date.

#### 4.4.2 Security Deposit

4.4.2.1 The sum already deposited in RTGS / BG as the earnest money, will be retained as security deposit. The earnest money deposited in the form of Bank guarantee shall be returned to the contractor after receiving the Performance Bank Guarantee.

4.4.2.2 The total security deposit shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement

condition whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.

4.4.2.3 No interest will be paid on security deposit.

4.4.2.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

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

4.4.2.6 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

4.4.2.7 In case the contractor fails to commence the dredging or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its



own discretion may en-cash the Bank Guarantee furnished as performance guarantee and /or recover the sum from his security deposit.

#### 4.5 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

#### 4.6 Unforeseeable Physical Obstructions or Conditions

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic, sea, river conditions on the Site, such obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine

- a. The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

#### 4.7 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the

Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer (or his Representatives or Assistants)

#### 4.8 Contractor's Programme

4.8.1 The Contractor shall, within the time stated in the SCC, after the date of issue of the Letter of Award, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

#### 4.9 Contractor's Superintendence

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorised representative approved of by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Engineer.

If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Engineer.

#### 4.10 Contractor's Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein

- (a) only such technical personnel as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and

- (b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

#### 4.11 Setting out

The Contractor shall be responsible for:

- (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
- (b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

#### 4.12 Safety and Security

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and

#### 4.13 Electricity, water and Gas

The Contractor shall be responsible for the provision of all power, water and other services he may require for his execution of the Works.

#### 4.14 Protection of the Environment

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

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the permissible / acceptable values, and shall not exceed the values prescribed by applicable Laws. The Contractor is required to establish and operate with suitably qualified personnel a system for monitoring the environmental factors that may be directly impacted by the Works and make available such records for inspection of Engineer or duly authorized representatives of Government of the country in which Works are executed as and when so required.

#### 4.15 Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Completion certificate for the whole of the Works.

#### 4.16 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 2.2, the Contractor shall, at his own cost, rectify such loss or damage so that the works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 11.

#### 4.17 Loss or Damage Due to Employer's Risks

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 2.2, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 13.3, 13.4 and

13.5 and shall notify the Contractor accordingly, with a copy to the Employer. In the case of a combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

#### 4.18 Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 20.7.

#### 4.19 Patent Rights

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

#### 4.20 Interference with Traffic and Adjoining Properties

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- (a) the convenience of the public, or

- (b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.

#### 4.21 Avoidance of Damage to Roads and navigational aids, temporary structure/permanent structure.

The Contractor shall use every reasonable means to prevent any of the roads or bridge jetties, wharfs or river channels, temporary berths for inland vessels, communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges or other structures. However, if any claim arises regarding damage, maintenance/repairs/reconstruction/replacement would be contractor's liability.

#### 4.22 Transport of Contractor's Equipment or Temporary Works

Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges, jetties, wharfs or altering or improving any road or river channels, temporary berths for inland vessels, communicating with or on the routes to the Site to facilitate the movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge or other structures caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage, the costs of which are deemed to be included in the contract price. The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works.

#### 4.23 Transport of Materials or Plant

If, notwithstanding Sub-Clause 4.21, any damage occurs to any bridge or road or structure jetties, wharfs or river channels, temporary berths for communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. In such cases the Contractor shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Employer in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Contractor to observe and perform his obligations under Sub-Clause 4.21, and the Contractor fails to take adequate steps to settle any claims arising, the Engineer will be at liberty to negotiate with such claimant and pay for damages which shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. The Contractor shall give the Employer not less than 21 days' notice of the date on which any Equipment, Plant or a major item of other Goods will be delivered to the Site;

#### 4.24 Waterborne Traffic

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport, the foregoing provisions of this Clause shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

#### 4.25 Opportunities for Other Contractors

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

- (a) any other contractors employed by the Employer and their workmen
- (b) the workmen of the Employer, and
- (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

#### 4.26 Facilities for Other Contractors

If however, pursuant to Sub-Clause 4.25 the Contractor shall, on the written request of the Engineer:

- (a) make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,
- (b) permit the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or
- (c) provide any other service of whatsoever nature for any such, the Engineer shall determine an addition to the Contract Price in accordance with Clauses 13.3, 13.4 and 13.5 and shall notify the Contractor accordingly, with a copy to the Employer.

#### 4.27 Contractor to Keep Site Clear

During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose off any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

#### 4.28 Clearance of Site on Completion

Prior to the issue of any Completion certificate the Contractor shall clear away and remove from that part of the Site to which such Completion certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the maintenance period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the maintenance period.

#### 4.29 Language Ability of Superintending Staff

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the local language of the Site and English language, or the Contractor shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.



#### 4.30 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the country of the Employer and the country/place where the Work is executed.

#### 4.31 Contractor's Equipment, Temporary Works and Materials

##### 4.31.1 Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works

All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles, floating crafts engaged in transportation of staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

##### 4.31.2 Employer not Liable for Damage

The Employer shall not at any time be liable, as mentioned in Clauses 2.2, 4.15, 4.17, 4.17 and 14, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

##### 4.31.3 Conditions of Hire of Contractor's Equipment

With a view to securing, in the event of termination under Clause 17, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not remove or withdraw any of such equipment, materials, temporary works or plant from the site without obtaining written permission to do so issued by the Engineer. Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of executing and completing the Works and remedying any defects therein, under the terms of the said Clause 17.

##### 4.31.4 Costs for the Purpose of Clause 17

In the event of the Employer invoking provisions of sub clause 4.31.3, for the purpose of executing and completing the Works and the remedying of any defects therein for the purpose of clause 17, the costs thereof will be determined by the Engineer in

consultation with the employer and same shall form the cost of executing and completing same as incomplete obligation and liability of the Contractor and notice to that effect will be issued to the Contractor by the Engineer.

#### 4.31.5 Incorporation of Clause in Subcontracts

The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of sub clauses 4.31.3 and 4.36.4 in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Subcontractor and employer shall be kept indemnified against any claim arising out of such subcontractor.

#### 4.31.6 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- a) the Employer's Personnel,
- b) any other contractors employed by the Employer, and
- c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements, which are the responsibility of the Contractor.

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the EMPLOYER/ENGINEER in the time and manner stated in the Specification.

## 5 Assignment and Subcontracting

### 5.1 Assignment of Contract

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

## 5.2 Subcontracting

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Employer conveyed through the Engineer. A subcontractor under the Contract must be a firm or person or entity that satisfies the relevant provisions of the Framework Agreement. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. The work sub-contracted shall not be more than 15% of the contract value. If the Engineer gives his consent to the contractor to subcontract part of the work and the value of such work is more than 10% of the contract amount, the sub-contractor shall have to submit all relevant documents, as stipulated in ITB of this tender document which in turn shall be evaluated to check the capacity/capability of the proposed sub-contractor to execute the work assigned to him. Failing to do so, the Engineer may, at his discretion, reject contractor's claim to subcontract the work to such sub-contractor.

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

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

In all other cases, the Contractor shall give the Employer not less than 14 days' notice of ;

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

## 5.3 Assignment of Subcontractors' Obligations

In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the maintenance period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

## **6 Staff & Labour**

### **6.1 Engagement of Staff and Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. In engagement of labour, the provisions in that respect contained in the Framework Agreement shall be fully complied with by the Contractor.

### **6.2 Labour laws**

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:

- x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder 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.

## **7 Materials, Plant and Workmanship**

Deleted

## **8 Commencement, delays and suspensions**

### **8.1 Commencement of Works**

The Contractor shall mobilize the cutter suction dredgers to the dredging site immediately after the receipt of the Letter of Award. The mobilization is to be done within 10 days and thereafter, the dredging works to be commenced. The Contractor shall proceed with the Works with due expedition and without delay

### **8.2 Time for Completion**

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the SCC, shall be completed in accordance with the provisions of Clause 10, calculated from the Commencement Date. No extension of time beyond the stipulated date is allowed.

### **8.3 Liquidated Damages for Delay**

#### **8.3.1 Liquidated Damages for Delay in mobilization of the dredger**

On placement of “Letter of Award”, the dredger with ancillary equipment is to be made available at the designated locations and commence operation within 10 days. Delay in mobilizing the dredgers and ancillary equipment will attract a liquidated damage @ 0.5% of the evaluated contract value for each day of delay. No separate mobilization or de-mobilisation charges will be paid.

#### **8.3.2 Liquidated Damages for delay in dredging works**

If the Contractor on account of slow rate of progress i.e. quantity dredged and fails to complete the works within the stipulated Time for Completion and substantial portion remains uncompleted, then the Contractor shall pay to the Employer liquidated damages not as a penalty @ 0.5% of the evaluated contract value for each slab of 5% of less quantity dredged of the total required quantity to be dredged given for each schedule.

The liquidated damages on account of Clause 8.3.1 and 8.3.2 will be maximum of 10 % of the evaluated contract price.

## **9 Deleted**

## **10 Employer's Taking over**

### **10.1 Completion Certificate**

When the whole of the Works have been substantially completed by the stipulated date, and on determination of the quantity dredged and payment released, thereafter the relevant authority of Govt. of West Bengal will issue the completion certificate.

## **11 Post Dredging Liability**

### **11.1 Contractor's Failure to Carry Out Instructions**

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

### **11.2 Unfulfilled Obligations**

Notwithstanding the issue of the Final Completion Certificate the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Final Completion Certificate which remains unperformed at the time such Final Completion Certificate is issued and, for

the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

## **12 Measurement & omissions**

### **12.1 Quantities**

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract.

### **12.2 Work to be Measured**

The Engineer, shall except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 15. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall:

- (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

### **12.3 Method of Measurement**

The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

#### 12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) This cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to ENGINEER /

EMPLOYER accordingly, with supporting particulars. Upon receiving this notice, ENGINEER / EMPLOYER shall to agree or determine this cost, which shall be included in the Contract Price.

### 13 Variations, adjustments and Additions

#### 13.1 Variation

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works, or



- (f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 13.3, 13.4 and 13.5. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

### 13.2 Instructions for Variations

The Contractor shall not make any such variation without an instruction of the Engineer.

### 13.3 Valuation of Variations

All variations referred to in Clause 13.1 & 13.2 and any additions to the Contract Price which are required to be determined in accordance with Clause 13.3, 13.4 and 13.5 (for the purposes of this Clause referred to as “varied work”), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 15.

### 13.4 Power of Engineer to Fix Rates

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due

consultation by the Engineer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 15.

Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 13.1 & 13.2 shall be valued under Sub-Clause 13.3 or under this Sub-Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

- (a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price, or
- (b) by the Engineer to the Contractor of his intention to vary a rate or price/

#### 13.5 Variations Exceeding 20 per cent

The unit rate quoted by the Contractor shall remain unchanged for the quantities varying upto +/-20%.

If, on the issue of the Completion Certificate for the whole of the Works, it is found that as a result of,

- (a) all varied work valued under Sub-Clauses 13.3 and 13.4, and
- (b) all adjustments in the estimated quantities set out in the Bill of Quantities, excluding adjustments of price made under Clause 23,

but not from any other cause, there have been additions to or deductions from the Contract Price in excess of 20 per cent at variance with the Contract Price, then and in such event, after due consultation by the Engineer with the Employer and the Contractor, certain amount shall be added or subtracted from the contract price. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be at variance in excess of 20 per cent with the Contract Price.

## **14 Special Risks**

### **14.1 No Liability for Special Risks**

The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 14.2, whether by way of indemnity or otherwise, for or in respect of:

- (a) Destruction of or damage to the Works, save to work condemned prior to the occurrence of any of the said special risks,
- (b) Destruction of or damage to property, whether of the Employer or third parties, or
- (c) Injury or loss of life.

### **14.2 Special Risks**

The special risks are:

- (a) the risks defined under paragraphs (a), (c), (d) and (e) of Sub-Clause 2.2, and
- (b) the risks defined under paragraph (b) of Sub-Clause 2.2 insofar as these relate to the country in which the Works are to be executed.

### **14.3 Damage to Works by Special Risks**

If the Works or any materials or Plant on or near or in transit to the Site, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Works, to payment for:

- (a) Rectifying any such destruction or damage to the Works, and
- (b) Replacing or rectifying such materials or plant, and the Engineer shall determine an addition to the Contract Price in accordance with Clause 13.3, 13.4 & 13.5 and shall notify the Contractor accordingly, with a copy to the Employer.

### **14.4 Projectile, Missile**

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munitions, or explosive of war, shall be deemed to be a consequence of the said special risks.

#### 14.5 Increased Costs arising from Special Risks

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall pay to the Contractor any costs of the execution of the Works (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 7.13 & 7.14 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

#### 14.6 Outbreak of War

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavours to complete the execution of the Works. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this Clause and Clause 16.3, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

#### 14.7 Removal of Contractor's Equipment on Termination

If the Contract is terminated under the provisions of Sub-Clause 14.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.

#### 14.8 Payment if Contract Terminated

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- (a) The amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed;
- (b) The cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;
- (c) A sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;
- (d) Any additional sum payable under the provisions of Sub-Clauses 14.3 and 14.5;
- (e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 14.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and
- (f) The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided that against any payment due from the Employer under this Sub-Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of mobilization and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of the Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Employer

and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Employer.

## **15 Certificates and Payment**

- 15.1 On completion of the dredging work by the stipulated date, the dredged quantity based on pre dredge and post dredge survey will be computed and certified by Engineer or his representative, officials of KoPT and/or Govt. of West Bengal. The Contractor will raise the bill according to the dredged quantity and the payment as applicable based on the computed quantity of dredging and on deductions if any, the amount will be released to the Contractor by IWAI or the Govt. of West Bengal within 28 days of receiving the bill.

No interim payment will be made. Further, no payment will be made to the Contractor if he exceeds the stipulated quantity i.e. maximum payment allowable for dredging in Schedule A is for 3,15,000 cum in situ volume and for dredging in Schedule B is for 1,10,000 cum in situ volume.

### **15.2 Place of Payment**

Payments to the Contractor by the Employer shall be made in the currencies in which the Contract Price is payable into a bank account or accounts nominated by the Contractor in the country of the Employer.

## **16 Claims, provisional sum and Settlement of disputes**

### **16.1 Claims**

#### **16.1.1 Notice of Claims**

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, with a copy to the Employer, within 10 days after the event giving rise to the claim has first arisen.

#### **16.1.2 Contemporary Records**

Upon the happening of the event referred to in Sub-Clause 16.1.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's

liability, the Engineer shall, on receipt of a notice under Sub-Clause 16.1.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

#### 16.1.3 Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 16.1.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

#### 16.1.4 Failure to Comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 16.3.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clauses 16.1.2 and 16.1.3).

#### 16.1.5 Payment of Claims

The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 15 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to

payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

## 16.2 Settlement of Disputes

### 16.3.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or expulsion or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the 30th day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the 30th day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 30 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 16.3.4, no arbitration in respect thereof may be commenced unless such notice is given.



If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the day specified here above, the said decision shall become final and binding upon the Employer and the Contractor.

#### 16.3.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 16.3.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the 28th day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

#### 16.3.3 Arbitration

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 16.3.1, and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 16.3.2, shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
  - (i) Either of the parties may give to the other notice in writing of the existence of such question of dispute or difference with a copy to the Engineer within the time specified in clause 16.3.1.
  - (ii) Within twenty eight (28) days of receipts of such notice from either party the Engineer in Consultation with the Employer shall send to the contractor a panel of three persons and the contractor within twenty one (21) days of receipt of such panel communicate to the Engineer and Employer the name of one of the persons from such panel and such person shall then be appointed a sole arbitrator by the Employer. However, the arbitrator so appointed shall not be an officer or the employee of the Employer or Engineer.

- (iii) Provided that if the contractor fails to communicate the selection of a name out of the panel so forwarded to him within the specified time, Employer shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- (iv) 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 Employer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which the predecessor left it.
- (v) 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.
- (vi) The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
- (vii) A notice of the existence in question dispute or difference in connection with the contract unless served by either party within 30 days after the issue of Final Completion Certificate, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- (viii) Where the amount of claim is Rs.1,00,000 (INR One lakh only) and above the arbitrator shall give reasons for the award for each item of INR 75,000 (INR Seventy Five Thousand only) and more.
- (ix) The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the Employer shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- (x) The arbitration and conciliation act 1996 together with any statutory modifications or re-enactment thereof and the rules made thereunder for being in force shall apply to the arbitration proceeding under this clause.

The Arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

The venue of the arbitration proceedings shall be at Delhi/NCR. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

#### 16.3.4 Laws governing the Contract

- i) The laws of India shall govern this contract.
- ii) Irrespective of the place of Works, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award has been issued.
- iii) Courts of the place from where the Letter of Award of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of contract.

#### 16.3.5 Failure to Comply with Engineer's Decision

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 16.3.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 16.3.2. The provisions of Sub-Clauses 16.3.1 and 16.3.2 shall not apply to any such reference.

### 17 Termination by the Employer

#### 17.1 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of

his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 5.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

- (a) has repudiated the Contract,
- (b) without reasonable excuse has failed
  - (i) to commence the Works in accordance with Sub-Clause 8.1 or
  - (ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 8.11,
- (c) has failed to comply with a notice issued pursuant to Sub-Clause 7.9 or an instruction issued pursuant to Sub-Clause 7.13 within 28 days after having received it,
- (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
- (e) has contravened Sub-Clause 5.2,

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby violating the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary

Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under the Contract.

#### 17.2 Valuation at Date of Expulsion

The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- a) what amount (if any) had, at the time of such entry and expulsion, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and
- (b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

#### 17.3 Payment after Expulsion

If the Employer shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Maintenance Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

#### 17.4 Assignment of Benefit of Agreement

Unless prohibited by law, the Contractor shall, if so instructed by the Engineer within 14 days of such entry and expulsion referred to in Sub-Clause 17.1, assign to the Employer the benefit of any agreement for the supply of any goods materials or

services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

#### 17.5 Corrupt or Fraudulent Practices

If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 17 shall apply as if such expulsion had been made under Sub-Clause 17.1.

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Employer, Engineer or their representatives in the procurement process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### 17.6 Urgent Remedial Work

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Maintenance Period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the

Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

## **18 Termination by Contractor**

### **18.1 Default of Employer**

In the event of the Employer:

- (a) Failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Clause 15, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,
- (b) Interfering with or obstructing or refusing any required approval to the issue of any such certificate,
- (c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- (d) giving notice to the Contractor that for unforeseen economic reasons it is impossible for him to continue to meet his contractual obligations, the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the Engineer. Such termination shall take effect 14 days after the giving of the notice.

### **18.2 Removal of Contractor's Equipment**

Upon the expiry of the 14 days' notice referred to in Sub-Clause 18.1, the Contractor shall, notwithstanding the provisions of Sub-Clause 4.31.1, with all reasonable despatch, remove from the Site all Contractor's Equipment brought by him thereon.

### **18.3 Payment on Termination**

In the event of such termination, the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 14.

## **19 Design and Drawings**

Deleted

## **20 Insurance**

All dredgers must have valid Insurance from any reputed Indian Insurance company. All persons deployed for the work shall be insured by the Contractor at his cost and documentary evidence should be provided before commencement of the work. IWAI shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the operation of the Dredger or otherwise.

20.1 Insurance of Contractor's Equipment, Plant and materials.

The Contractor shall, without limiting his or the Employer's obligations and responsibilities, insure:

- (a) the Materials and Plant for incorporation therein in the Works, to their full replacement cost at Site. Such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred,
- (b) an additional sum of 10 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature. Such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred and
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

20.2 Scope of Cover

The insurance in paragraphs (a) and (b) of Sub-Clause 20.1 shall be in the joint names of the Contractor and the Employer and shall cover:

- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 20.4, from the first working day after the Commencement Date until the date of issue of the relevant Completion certificate in respect of the Works or any Section or part thereof as the case may be, and
- (b) the Contractor for his liability:
  - (i) during the Maintenance Period for loss or damage arising from a cause occurring prior to the commencement of the Maintenance Period, and



- (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 11.
- (c) It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

#### 20.3 Responsibility for Amounts not recovered

Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the Contractor in accordance with their responsibilities under Clause 2.2, 4.15, 4.16 and 4.17.

#### 20.4 Exclusions

There shall be no obligation for the insurances in Sub-Clause 20.1 to include loss or damage caused by risks listed under sub clause 2.2.

#### 20.5 Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Works), which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 20.6.

#### 20.6 Exceptions

The “exceptions” referred to in Sub-Clause 20.5 are:

- (a) the permanent use or occupation of land by the Works, or any part thereof,
- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land,

- (c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and
- (d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

#### 20.7 Indemnity by Employer

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 20.6.

#### 20.8 Third Party Insurance (including Employer's Property)

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20.5, 20.6 and 20.7, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 20.11 and 20.12) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub-Clause 20.6.

#### 20.9 Minimum Amount of insurance

Such insurance shall be for at least the amount stated in the SCC.

#### 20.10 Cross Liabilities

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.

#### 20.11 Accident or Injury to Workmen

The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

#### 20.12 Insurance Against Accident to Workmen

The Contractor shall insure against such liability and shall continue such insurance during the whole of the currency of Contract in respect of all and any persons as are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

#### 20.13 Evidence and Terms of Insurances

The Contractor shall provide evidence to the Employer as soon as practicable after the respective insurances have been taken out but in any case prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Award. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.

#### 20.14 Adequacy of Insurances

The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the

Employer the insurance policies in force and the receipts for payment of the current premiums.

#### 20.15 Remedy on Contractor's Failure to Insure

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 20.13, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

#### 20.16 Compliance with Policy Conditions

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

### 21 Release From Performance

#### Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Award which renders it impossible or unlawful for either or both parties to fulfil his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 16.3 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 14 if the Contract had been terminated under the provisions of Clause 14.

### 22 Notices

#### 22.1 Notice to Contractor

All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of the Contract shall be sent by post, cable, e-mail or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

#### 22.2 Notice to Employer and Engineer

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, e-mail or facsimile transmission to or left at the respective addresses nominated for that purpose.

#### 22.3 Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed or in the country of Employer by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

### 23 Changes in Cost and Legislation

#### 23.1 Increase or Decrease of Cost

There shall be no addition or deduction from the Contract Price any sums in respect of rise or fall in the cost of labour and/or materials or any other matters affecting the cost of the execution of the Works as far as the items of Works covered are concerned.

#### 23.2 Subsequent Legislation

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under Sub-Clause 23.1, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price-and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

### 24 Sustainability of JV

In case JV/consortium is not sustained due any reasons or discrepancies arising amongst the JV/consortium members, unsustainability of JV/consortium shall be determined by the Engineer in Charge/Employer during the monitoring in the contract period based on the failure of the deliveries/missing of the milestones and other deliverables. The same shall be dealt in the following manner:

- (a) If JV/consortium becomes unsustainable after being selected as L1 EMD of the defaulting JV/consortium shall be forfeited.
- (b) If JV/consortium becomes unsustainable after the award of contract, the employer has complete authority to nominate another contractor to complete the balance work on risk and cost of the defaulting contractor. The Contractor will be notified of the decision to stop the work and get the measurements done to ascertain the value of work completed till date. No payment shall be released immediately, however, after completion of entire work on risk and cost, the differential cost would be recovered from all held up amount (BG, EMD, Security deposit and unpaid amount for the work done) of the defaulting Contractor and if any balance amount is still available, that shall be released to the defaulting Contractor.

## **SECTION - VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **1. General**

- 1.1.** Special Conditions shall be read in conjunction with the General Conditions of Contract, specification, ToR, Drawings and any other documents forming part of this contract wherever the context so requires.
- 1.2.** Notwithstanding the Sub-division of the documents in to these separate schedules and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and as a part of the Contract.
- 1.3.** Where any portion of the general Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract.
- 1.4.** Where it is mentioned in the Specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 1.5.** The materials and workmanship shall satisfy the relevant standards as stipulated under the Contract Agreement, the specification conditioned herein and codes referred to. Where the specifications stipulate requirement in addition to those contained in the Standard codes and specifications these additional requirements shall also be satisfied.
- 1.6.** Removal of boulders and debris form separate scope of works. Encountering of boulder and debris during the execution of dredging works does not entitle the contractor any claim under adverse physical conditions.

## **2. The Site**

### **2.1 General Site Information**

The Contractor shall visit the site and satisfy themselves on the actual site conditions, meteorological and other data, soil/subsoil strata to be dredged and the areas identified for disposal of dredged material, before tendering. Whatever information regarding surface and subsurface strata, climatological, other relevant data given in the tender documents are only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

### **2.2 Condition of Site**

The Contractor, before carrying out any work, shall inspect the Site in conjunction with the Engineer's Representative to establish its general condition which shall be



agreed and recorded in writing, and where, in the opinion of the Engineer or his Representative it is deemed necessary, by means of photography.

### **3. Order of Works**

The order in which the works are to be carried out by the Contractor shall be to the approval of Employer and shall be such as to suit the detailed method of construction, adopted by the Contractor as well as the Work Plan / Overall Schedule approved by the Employer. The works shall be carried out in such a manner so as to enable the other Contractors to work concurrently so that the entire project may be brought into use immediately after the completion of works.

### **4. General Conditions of Construction and Erection Work**

- 1.1** The work shall be permitted on the site round the clock.
- 1.2** The contractor must arrange for the placement of workers in such a way that the delayed completion of the works of any part thereof for any reason whatsoever will not affect their proper employment. The Employer will not entertain any claim for over time /idle time payment etc. whatsoever.
- 1.3** The Contractor shall submit to Employer / Engineer-in-Charge reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of Contract.

### **5. Surveys and Levels**

- 5.1** Before the works of any part thereof begin, the Contractor shall survey and take levels of the site of the works both above and below water level / Chart Datum level, and agree all particulars on which the measurements of the works are to be based. Such particulars shall be recorded and after agreement; the drawings shall be signed by the Employer / Engineer-In-Charge and the Contractor. Similar procedure is to be followed in post dredging survey.
- 5.2** Failing such surveys and agreements being prepared and/or signed by the Contractor, the survey carried out by the Engineer shall be final and binding on the Contractor.

### **6. Setting out the Works**

- 6.1** The Employer shall furnish the relevant existing grid points with bench Mark with reference to permanent bench marks. It shall be Contractor's responsibility to the set out the necessary central points on land and to set out alignment. The Contractor shall have in his employees, an efficient survey team for this purpose and the accuracy of such setting out works shall be Contractor's sole responsibility.
- 6.2** Before beginning the work the Contractor shall work out the control points on ground which, are pre requisite for carrying out hydrographic surveys, accurately, with suitable markers as approved by Employer. All these points and markings shall be checked and approved by Employer's Representative before starting the work.
- 6.3** The Contractor shall also provide necessary equipment, labour and other facilities for proper checking of triangulation / bench mark stations and inspection of the points during the survey and dredging operations at no cost to the Employer.
- 6.4** The Contractor shall give Employer not less than 24 hours' notice in writing of his intention to set out or give levels for any part of the works so that arrangements may be made for checking the work.
- 6.5** Work shall be suspended for such times as necessary for checking lines and levels on any part of the works.
- 6.6** The Contractor shall at his own expense provide all assistance which Employer may require for checking the setting out.

## **7. Conditions for Dredging Operations**

- 7.1** No shifting charges will be paid to the contractor for shifting the dredger and its accessories from one shoal to another shoal or from one area / canal to another area / canal specified above.
- 7.2** Normal barge and vessels/crafts movement in the channel shall not be interrupted by the dredging operation.
- 7.3** The decision of EIC to accept the work done with or without the Liquidated damages shall be final and binding.

The measurement of depth in the navigation channel shall be carried out by conducting Thalweg surveys every fortnight jointly by the Contractor and the

representative of IWAI under the supervision of Engineer-in-charge or his nominee & its chart should be plotted by the contractor in presence of Engineer representatives. In case of shortcomings observed by the Engineer-in-charge or his nominee, the cross-sectional survey is to be carried out and the cross-sectional interval shall be 10 m apart and soundings shall be taken continuously and plotted at 4 m interval on the cross-section. The cross-section shall be extended upto 20 m beyond the limits of the channel on either side.

- 7.4** No idle time charges will be paid to the contractor on any account.
- 7.5** The Contractor shall arrange the transits, buoys, lights, mooring etc. at their own cost as required for dredging and also for cautioning other vessels in the waterway.
- 7.6** The Employer / Engineer-in-charge or his representative will inspect, co-ordinate, measure and certify the dredging work. He has the right to inspect at any time during the contract period for which contractor's authorized agent shall be available at site during such inspection.
- 7.7** The Contractor shall provide the boat from shore to dredger and back to shore during inspection & supervision by the Employer / Engineer-in-Charge or his representative.
- 7.8** The Contractor may execute the work round the clock and on all days including Sundays and Public Holidays except National Holidays subject to such restriction as may be imposed by State Govt./local body or Engineer In Charge.
- 7.9** If the Contractor's personnel or any outside labour employed to work during execution of Contract, breaks or damages/destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground during the period of agreement, the same shall be made good by the Contractor at his own expenses or in default the IWAI may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the contractor.
- 7.10** The rate of dredging quoted per cum will squarely and totally include all the charges to be paid to the contractor by the Authority. The rate quoted shall include all taxes, duties and any other levies. No additional payment on any such account shall be payable by IWAI. No extra charges for the idling the dredger during the monsoon period will be paid to the Contractor.

- 7.11** The right to award/split up work or to reject the offer without assigning any reason is reserved with the Authority.
- 7.12** The Contractor will submit to the authority a bill in triplicate for channel dredged corresponding to a length/quantity acceptable to the Engineer-in-Charge which could be decided after the pre-dredging survey depending on length of each shoal to be dredged. The bills shall be accompanied with 3 sets each of pre and post dredging survey charts and also detailed calculations on dredging quantity.
- 7.13** The Contractor is fully responsible for solving the disputes with the local fishermen w.r.t. removal of fishing nets, stakes, from the dredged channel. Similarly, all disputes with regard to the dumping of dredge spoil, any prior permission or arrangement on deemed fit for avoiding bank erosion or damage to any property or agriculture. The Authority shall not be responsible for solving the disputes related to execution of the dredging. However, on request IWAI may extend the assistance for solving the issues only through the concerned official/dept. of the state or local bodies.
- 7.14** The Contractor shall be responsible for finding out the dumping area in consultation with state PWD & IWAI. Any arrangement with respect to the bund around the identified dumping area is to be made by the Contractor at his cost. Any dispute with local, land owner on the dumping of dredging spoil to be sorted out by the Contractor.
- 7.15** The contractor may change the type, numbers, size and make of dredgers indicated in the proposal with the prior written approval of the Engineer-in-charge with the sole objective to increase the dredging capacity & improving the progress.
- 7.16** If the dredger goes out of order the contractor should arrange for replacement of the same with a similar capacity and suitable dredger with the approval of EIC to ensure continuity of work.
- 7.17** The Employer may engage the agency on behalf of the Contractor as per the state/central Govt. organization on pollution or coastal management authority to carry out the test of the dredged material at regular interval for the regulating the dumping activities. In case of any adverse report, the Contractor shall comply the instruction of EIC.
- 7.18** During execution of the work, if any environmental degradation occurs, consequent on dumping of dredged material, re-conveyance of the material shall be done by the Contractor at his cost, without claiming additional payment from IWAI.

- 7.19** If the dredging is stopped continuously for more than 3 days due to law and order, the Contractor has to report to EIC the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit.
- 7.20** Any charge incurred on testing of the dredged material, testing / analysing the quality of water for adopting environmental safe guards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the Contractor. No additional charges on any account shall be payable by IWAI.
- 7.21** In case of any anomaly with reference to interfacing chainage and interfacing of the issues relating to execution amongst the adjacent contractors, decision of EIC would be final and binding on both the adjacent contractors executing the project.

## **8. Standard and Standard Products**

### **8.1 Standards**

Save in so far otherwise specified in the Contract the relevant provisions of the appropriate Bureau of Indian Standards shall apply for all materials and workmanship. Where relevant BIS standards do not exist, the latest version of the relevant standards in vogue shall be applied. Where both above Standards may not be available, the following Standards shall also be referred to and adopted.

- BS : British Standard Specification
- CP : British Standard Code of Practice
- ASTM : Standard of American Society for Testing Materials.

### **8.2 Standard Products**

If mention is made in the Contract of named products of individual manufacturers, this is an indication of the standard type and workmanship of goods, which are satisfactory to the Engineer. The Contractor may substitute similar products of at least equal quality and suitability, subject to the approval of the Engineer.

Proposals by the Contractor for the supply of manufactured products shall be accompanied by certification that the manufacturer's products are approved by the relevant standards authority.

## **9. Environment Management Plan**

The Contractor shall prepare and submit an Environmental Management plan (EMP) to the Employer / Engineer-in-Charge for approval within 8 weeks of the receipt by the Contractor of the notification to commence the Works issued by the Engineer.

The EMP shall include measures to be taken by the Contractor to mitigate and/or protect the environment against impacts resulting from the execution of the Contract Works. The EMP shall particularly deal with impacts resulting from the dredging and offshore dumping, which concern sea water pollution, and impacts resulting from the drainage of onshore reclamation and disposal of dredged material, which concern inland waterway pollution, rock blasting and dredging of rock and use of any rock blast material (if required) which will have impact on the environment and human population nearby. The EMP shall reflect the standards for environmental protection specified by the Concerned Environment Ministry or other appropriate authority.

As the EMP is a management tool for the Contractor's use, it shall present in detail how these measures should be operated, the resources required and the schedule of implementation. The plan should contain separate sections dealing with individual environmental aspects.

The Contractor shall implement the EMP measures at the commencement of the activities. The costs of preparing, implementing and monitoring the EMP shall be deemed to be included in the Contract Price.

## **10. Demolition and Site Clearance**

The Contractor shall give the Engineer twenty-one (21) days' notice of his intention to demolish or dismantle all or any existing structures on the Site, which in the Contractor's opinion is necessary for the completion of the Works. If any dwellings are affected, the Contractor shall also submit his proposal for rehabilitating the effected persons in a suitable manner to nearby location indicated by Engineer for that purpose. This approval by the Engineer shall not relieve the Contractor of his obligations, responsibilities and liabilities under the Contract.

### **10.1 Trees and Shrubs**

All trees felled in the process of clearing Site for the Works shall be disposed of only with the approval of the Engineer's Representative and in a manner instructed by him. If the Engineer's Representative requires that any individual trees, shrubs and hedges be to be preserved, the Contractor shall do so and shall take all necessary precautions to prevent their damage.

## **11. Prevention of Surface Erosion**

The Contractor shall take particular care at all times to prevent surface erosion on the Site and elsewhere on land which may be affected by his operations and the Engineer may impose such reasonable limitations and restrictions upon the method of clearance and upon the timing and season of the year when clearance is carried out as the circumstances seem to him to warrant.

## **12. Security and Safety**

- 12.1 The Contractor shall comply with all regulations imposed by the Central / State / Local Authorities and Employer in respect of the passage of Plant, Vehicles, materials and personnel through waterways.
- 12.2 The Contractor shall take all possible precautions to prevent out breaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. The Contractor shall comply with all rules, regulations and orders of any Statutory Authority and of Employer at no extra cost to the Employer.
- 12.3 The Contractor shall obtain from the Employer details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.
- 12.4 If required, the Contractor shall take entry passes to the restricted areas for all personnel labourers and vehicle. No claim whatsoever on this account will be entertained.

## **13. Health Safety and Environment, Risk & Hazard**

- 13.1 The Contractor shall prepare and submit to the Employer / Employer-In-Charge the Health Safety and Environment (HSE) Plan in line with Employers HSE policy and

Contractors company policy within 28 days of commencing of works for the approval of the Employer. The policy shall be followed during the life cycle of the project. The policy may be updated as and when required.

- 13.2 The Contractor shall prepare and submit the Risk and Hazard identification and mitigation plan within 28 days of commencing of works for approval of the Employer. The plan may be updated as and when required.

#### **14. Escalation**

No escalation shall be provided

#### **15. Arbitration**

In addition to Clause 16.3.3, 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.

#### **16. 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. Service tax to be shown separately and same will be reimbursed on production of proof of deposit by contractor. Contractor shall include labour cess in the price quoted. Labour Cess @ 1% to be deducted from the contractor's running bill.



## 17. Additional Conditions

In addition to the above mentioned SCC the following table shall also form part of SCC

Clause	Heading	Definitions
1.3	Language for Communication	English
2.3	Right of access to site	-
4.4	Performance security and security deposit	Shall be released only after the completion of maintenance period.
4.7 (b)	Unforeseeable Physical Obstructions or Conditions	No cost on any account due to unforeseeable physical obstructions or conditions shall be added to the Contract Price
8.2	Time for completion	40 days from the date of letter of award (LoA)
8.12	Limit of Liquidated Damages	10 percent of the Contract Price.
10.2 & 10.3	Taking over of sections or parts	There shall be no taking over of sections or parts.
20.9	Minimum Amount of Third-Party Insurance	INR 50 lakhs per occurrence, with the number of occurrences unlimited.

## **SECTION-IX: ANNEXES**



## ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

**To**

The Chairperson

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida(U.P.)

Pin- 201301

In consideration of the ..... (hereinafter called “**Employer**”) having to enter into an Agreement with M/s ..... (hereinafter called the “**Contractor**”) as a follow up to the Letter of Award no.....dated..... issued by the Employer for dredging of River Muriganga and Chemaguri Khal in state of West Bengal, on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of ..... **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be

valid discharge of our liability for payment there under and the **Contractor** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(**Bank**) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained

or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR .....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of ..... 2009  
for .....  
(Indicate the name of bank)

Signature.....

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

Code No. ....  
Name of the bank and Branch.(SEAL)

## **ANNEX - II: AGREEMENT FORM**

### **Dredging of River Muriganga and Chemaguri Khal in state of West Bengal**

#### **AGREEMENT**

#### **BETWEEN**

#### **INLAND WATERWAYS AUTHORITY OF INDIA**

#### **AND**

#### **CONSTRUCTION FIRM**

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

**WHEREAS IWAI** is desirous of dredging of River Muriganga and Chemaguri Khal in state of West Bengal as per the work Order No. ....dated .....in accordance to the ToR conduits of the agreement attachment hereto all of which form part of the agreement.

**WHEREAS THE CONTRACTING FIRM** has agreed to undertake the dredging of River Muriganga and Chemaguri Khal in state of West Bengal on Terms and Conditions herein after set forth.

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

The Contractor shall undertake the dredging of River Muriganga and Chemaguri Khal in state of West Bengal as per the work Order No. ....dated .....

.....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contract
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendum's
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j) .....
- k) ....
- l) .....
- m) .....

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

**Witnesses, IWAI**

- 1)
- 2)

.....

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

**Witnesses of Contractor**

- 1)
- 2)



## **ANNEX -III: DETAILS OF BANK ACCOUNT**

### **FOR RELEASE OF PAYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM (TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

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

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

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

**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_

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

**ADDRESS OF THE BRANCH** : \_\_\_\_\_

**OF THE BANK**

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

**ACCOUNT TYPE**

**(SAVING/CURRENT/OTHERS)** : \_\_\_\_\_

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

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

**Signature of Authorized Signatory**

**Name & Designation**

**Date:**

**Place**

## ANNEX-IV: BANK CERTIFICATION

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

**Date:**

**No.** \_\_\_\_\_

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

**Authorized Signatory**

**Authorization**

**Official Seal/Stamp**

## **ANNEX-V: TENDER ACCEPTANCE LETTER**

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

**To,**

**Date:**

**The Director,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector – 1, Noida - 201 301,  
District: - Gautam Buddha Nagar (U.P.)**

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

**Tender Reference No:**

**Name of Tender/Work: -dredging of River Muriganga and Chemaguri Khal in state of West Bengal**

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR https://eprocure.gov.in/eprocure/appas 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 minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organisation for this work 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)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) 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.

**Yours Faithfully**  
**(Signature of the Bidder, with Official)**

## ANNEX-VI: BANK GUARANTEE FORM FOR EMD

The Chairman,

Inland Waterways Authority of India,

A-13, Sector 1,

Noida – 201 301.

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of \_\_\_\_\_ in the state/s of \_\_\_\_\_ herein called “the Tender”

KNOW ALL PEOPLE by these present that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of country) having our registered office at ( \_\_\_\_\_ ) (hereinafter called the “Bank”) are bound unto the Inland Waterways Authority of India (hereinafter called “the Owner”) in the sum of the Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) \*for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day \_\_\_\_\_ of 2016 and undertake to pay the amount of \_\_\_\_\_ INR \_\_\_\_\_ to the employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Agreement Form in accordance with the instructions to bidders or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to six months or more beyond the last date of receipt of bids or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tender. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

---

NAME AND DESIGNATION

---

SEAL OF THE BANK

---

SIGNATURE OF THE WITNESS

---

NAME OF THE WITNESS

---

ADDRESS OF THE WITNESS

---

**To be signed by the bidders' and the same is to be signed by Authorized Signatory/competent Employer 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 Chief Engineer,  
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 Employer has floated the Tender (NIT No.: IWAI/ .....)  
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for dredging of River Muriganga and Chemaguri Khal in state of West Bengal

AND WHEREAS the Employer 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 Employer 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 Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer 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 Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:



- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

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

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer has substantive suspicion in this regard, the Employer 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 Employer may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer 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 12 months after the completion of work under the contract.

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 Employer.

### **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 Employer, 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 Employer/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 Employer)**

.....

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

**WITNESSES:**

1. ....

**(signature, name and address)**

2. ....

**(signature, name and address)**

**Place:**

**Date:**