



TENDER DOCUMENT

FOR

Supply of Tugs on Hire Basis **For NW-1**



Sept. 2014

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, Noida – 201 301 (UP)

Tel (0120) 2543931, Fax (0120) 2544041

Web site: www.iwai.nic.in,

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

E-mail: [iwainoi@ nic.in](mailto:iwainoi@nic.in)/suvadandapat@gmail.com

NIT FOR PUBLICATION IN NEWSPAPER



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

TENDER NO.IWAI/MD/192/2013-14

**E-Tender for Supply of 3nos.Tugs on hire for
deployment in NW- 1**

Online bids/tenders are invited from resourceful and reputed Firm/Party for supply of Tugs on hire basis for operation in NW-1 for a period of two years. Tender cost: Rs. 2000/-. Date of download of Tender is from 29.09.2014 (10:00 Hrs.) to 17.10.2014. Last date of submission of online bids/tender: 17.10.2014 up to 17:00 hrs. Date of online opening: 20.10.2014 at 15:00 hrs. For other details, terms & conditions please refer to IWAI website www.iwai.nic.in and CPP Portal website <https://eprocure.gov.in/eprocure/app>

CHIEF ENGINEER (P&M)



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector 1, GautamBuddh Nagar,

NOIDA 201 301

Tel (0120) 2543931, Fax (0120) 2544041

Web site: www.iwai.nic.in,

E-mail: iwainoi@nic.in/suvadandapat@gmail.com

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

File No. IWAI/MD/192/2013-14

_____, 2014

To

Sir,

Sub: Tender document for Supply of 3 nos. Tugs on hire basis for deployment in NW- 1 – reg.

The Inland Waterways Authority of India, Noida, invites online tenders from resourceful and reputed firm/agency for the above mentioned works. If interested, the tender document may be downloaded from the website of IWAI <http://www.iwai.nic.in>. and CPP Portal Website <https://eprocure.gov.in/eprocure/app> from 29.09.2014 to 17.10.2014 and submit the cost of tender paper of Rs. 2000/- in form of Demand Draft of any Indian schedule bank payable to "IWAI Fund" at NOIDA/Delhi. The online bid submission closing date and time is 17.10.2014 up to 17.00 hrs.

Yours faithfully,

(S Dandapat)
Chief Engineer (P&M)

Encl: As above

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(SECTION-I)
NOTICE INVITING E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

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NOTICE INVITING E-TENDER

The Inland Waterways Authority of India (IWAI) hereby invites online tenders/bids under two cover systems i.e Technical and Financial Bid from resourceful and reputed firm/agency for supply of Tugs on hire basis for deployment in NW-1 for a period of two years as per details given below. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

Item	Place of mobilization	Qty. (in nos.)	Estimated cost for 2years (in rupees)	EMD (in Rupees)
(A) <u>Schedule A:-</u> Suitable Tug with twin/triple screw propulsion of minimum 9 T bollard pull & maximum draft of 1.50mtr. (amid ship)	Kolkata	1 No.	3.43cr.	6.86 lakhs
(B) <u>Schedule B:-</u> Suitable Tug with twin screw propulsion of minimum 5 T bollard pull & maximum draft of 1.20 mtr. (amid ship)	Kolkata	1 No.	2.335 cr.	4.67 Lakhs
(C) <u>Schedule C:-</u> Suitable Tug with twin screw propulsion of minimum 5 T bollard pull & maximum draft of 1.20 mtr. (amid ship)	Kolkata	1 No	2.335 cr.	4.67 Lakhs

TERMS & CONDITIONS

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

CRITICAL DATE SHEET

Document Download/Sale Start Date	29.09.2014
Document Download/Sale End Date	17.10.2014
Seek Clarification Start Date	29.09.2014
Seek Clarification End Date	17.10.2014
Bid Submission Start Date	29.09.2014
Bid Submission Closing Date	17.10.2014 upto 17.00 hrs
Technical Bid Opening Date	20.10.2014 at 15.00 hrs

1. Applicant submitting the downloaded version would need to pay the cost of tender document/bid along with the application, a non-refundable demand draft for Rs.2000/- drawn in favor of "IWAI FUND" payable at NOIDA/Delhi. Tender document will be available on the above website from 29.09.2014 to 17.10.2014.
2. A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder for downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.
3. Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed in each page for agreeing the same

4. Eligibility Criteria :

The tenderer shall meet the following pre-qualification criteria:

- i. Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for .
- ii. Experience of having successfully completed similar works i.e. supply of Tugs /other vessels on hire and their operation in rivers, riverine ports/harbor , canals, intertidal zones with complete accessories during last 5 years.
- iii. The bidder shall have executed the similar works as the following:
 - (a) Three similar works costing not less than 40% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;

OR

 - (b) Two similar works costing not less than 50% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;

OR

 - (c) One similar work completed not less than 80% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for
- iv. The tenderer should submit the copies of Registration Certificate of the firm/agency, Number of PF, ESI & Service Tax issued by Competent Authority.
- v. The tenderer shall be an Income Tax assessee with valid PAN issued by I.T. Department and shall submit the Audited Balance Sheet for the last three years.

- vi. Latest certificate (within six months) of solvency from nationalized/scheduled Bank included in the second schedule of the RBI Act for not less than 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for.
 - vii. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
 - viii. The Earnest Money in the form of Bank Guarantee or Demand Draft to be submitted online along with the bid. The original demand draft for tender fee and EMD must be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, NOIDA-201301.
 - ix. Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
 - x. The Tug(s) offered for hiring shall be owned by the bidder. The tug(s) may be obtained on lease basis from other party with the submission of valid lease agreement.
 - xi. Registration certificate of tug(s)/, proof of availability of tug(s) owned or on lease with details of tug(s) offered is to be given.
 - xii. The tug(s) offered for hiring shall be registered under Inland Vessel Act, 1917 or any other equivalent Act like IMS and shall be river worthy having valid survey certificate along with the required statutory safety appliances.
 - xiii. **Tenderer shall have also to submit the authentic certificate on the bollard pull capacity of the tug(s) offered issued by IRS or any approved classification society or Statutory organizations like state IWT Directorate/MMD.**
 - xiv. Tug(s) will be deployed anywhere in National Waterway-1. Deployment would be minimum for 8 hours and extendable for 4 hours in a day as and when required.
 - xv. Undertaking to mobilize the vessel(s) at site within two week from the date of issue of work order.
5. **The bidder can quote either for one or two or all schedules. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.**
 6. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 1700 hours on 17.10.2014. The technical bids would be online opened on 20.10.2014 at 15.00 hours in the presence of the representatives of the bidders, if any.
 7. The proposal, or any query or clarification on the bid document shall be submitted to the following address:
Chief Engineer (P&M)
Inland Waterways Authority of India,
A-13, Sector-I,
Noida – 201 301, Tel (0120) 2543931, Fax (0120) 2544041/ 2522969
Website : www.iwai.nic.in. Mobile 9717622733/ 9910530099
 8. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Chief Engineer (P&M)
IWAI

(SECTION-II)
INSTRUCTION TO BIDDERS

Section II: Instructions to Bidders

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Instructions to Bidders (ITB)

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through emailid provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the favourite's folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/

- 14) Formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 21) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 22) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 24) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per

Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- 25) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 26) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 27) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 28) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 29) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 30) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 31) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 32) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:

Chief Engineer (P&M)

Inland Waterways Authority of India,

A-13, Sector-1,

Noida – 201 301

Tel (0120) 2543931, Fax (0120) 2544041/ 2522969

Website: www.iwai.nic.in

A. General

1. Scope of Bid

- 1.1** The Owner (as defined in the Appendix to ITB) invites online bids for “**Supply of Tugs on hire basis for deployment in NW-1 for a period of two years**” to be mobilized at Kolkata as described in these documents and referred to as “the works”. The name of the work is provided in the Appendix to ITB.
- 1.2** The successful bidder will be expected to mobilize the Tugs within fifteen days from issuance of order/letter of acceptance and report to Director, Inland Waterways Authority of India at Kolkata/Patna to operate the vessels in NW-1.
- 1.3** Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Eligible Bidders

- 2.1** This Invitation for online Bid is open to all bidders engaged in supply of Tugs/vessels on hire basis and eligibility criteria shall be as described in NIT as follows:
- i. Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for .
 - ii. Experience of having successfully completed similar works i.e. supply of Tugs /other vessels on hire and their operation in rivers, riverine ports/harbor, canals, intertidal zones with complete accessories during last 5 years.
 - iii. The bidder shall have executed the similar works as the following:
 - (d) Three similar works costing not less than 40% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;
 - OR**
 - (e) Two similar works costing not less than 50% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;
 - OR**
 - (f) One similar work completed not less than 80% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for
 - iv. The tenderer should submit the copies of Registration Certificate of the firm/agency, Number of PF, ESI & Service Tax issued by Competent Authority.
 - v. The tenderer shall be an Income Tax assessee with valid PAN issued by I.T. Department and shall submit the Audited Balance Sheet for the last three years.
 - vi. Latest certificate of solvency from nationalized/scheduled Bank included in the second schedule of the RBI Act for not less than 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for.

- vii. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- viii. The Earnest Money in the form of Bank Guarantee or Demand Draft to be submitted online along with the bid. The original demand draft for tender fee and EMD must be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, NOIDA-201301.
- ix. Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
- x. The Tug(s) offered for hiring shall be owned by the bidder. The tug(s) may be obtained on lease basis from other party with the submission of valid lease agreement.
- xi. Registration certificate of tug(s)/, proof of availability of tug(s) owned or on lease with details of tug(s) offered is to be given.
- xii. The tug(s) offered for hiring shall be registered under Inland Vessel Act, 1917 or any other equivalent Act like IMS and shall be river worthy having valid survey certificate along with the required statutory safety appliances.
- xiii. **Tenderer shall have also to submit the authentic certificate on the bollard pull capacity of the tug(s) offered issued by IRS or any approved classification society or Statutory organizations like state IWT Directorate/MMD.**
- xiv. Tug(s) will be deployed anywhere in National Waterway-1. Deployment would be minimum for 8 hours and extendable for 4 hours in a day as and when required.
- xv. Undertaking to mobilize the vessel(s) at site within two week from the date of issue of work order.
- xvi. **The bidder can quote either for one or two or all schedules. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.**

2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

3. Qualification of the Bidder

3.1 This invitation for online bids is open to experienced, resourceful and reputed firm/agency engaged in supply of Tugs/vessels on hire basis as per the eligibility criteria as above.

3.2 All bidders shall include the scanned copy of following information and documents with their bids online.

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Total monetary value of similar works performed for each of the last five years.
- (c) Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance

,registration and valid survey certificate of the tug proposed along with all other documents as specified in the tender

- (d) The bidder is required to submit the proof of the ownership of tug(s) or have valid lease agreement for the complete contract period with owners of these tug(s).
- (e) The copies of the valid Registration certificate and survey certificate of the tug(s) and also the certificate of bollard pull test from appropriate Authority.
- (e) Qualification/competence certificate and experience of technical personnel/crew proposed for the contract.
- (f) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past three years.
- (g) Evidence of adequacy of working capital for this contract [access to line(s) of credit and availability of other financial resources].
- (h) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

3.3 Bids from firms/company jointly or consortium are allowed. Memorandum of Understanding between the firms for joint bids to be submitted.

3.4 A To qualify for award of the Contract, each bidder should have:

Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for.

- i) Experience of having successfully completed similar works i.e. supply of Tugs /other vessels on hire and their operation in rivers, riverine ports/harbor, canals, intertidal zones with complete accessories during last 5 years.
- ii) The bidder shall have executed the similar works as the following:
 - (a) Three similar works costing not less than 40% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;
 - OR**
 - (b) Two similar works costing not less than 50% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;
 - OR**
 - (c) One similar work completed not less than 80% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for

The similar work constitutes supply of Tugs/vessels on hire basis particularly tugs workboats, cargo vessels, self-propelled barge and other vessels of propelled type.

3.4 B (a) Each bidder must produce:

- (i) An affidavit on a Stamp Paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the

document as specified shall make the bid non-responsive. Scanned copy to be submitted online.

(b) Each bidder must demonstrate:

- (i) Evidence of availability (either owned or leased or rented) of Tug. The bidder shall either own or shall have valid lease agreement for the complete contract period with owners of these vessels. Registration certificate of vessel(s)/ proof of availability of vessel(s) either owned or hired with details of vessel(s) offered is to be given, a copy of the ownership/lease or rent agreement to be enclosed as evidence.

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

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

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

4. One Bid per Bidder

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

5. Cost of Bidding

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

6. Bidding Documents

Content of Bidding Documents

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

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

(Part I General Conditions of Contract; Part II Special Conditions of Contract)

5. Technical Specifications

6.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 23 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

7. Clarification of Bidding Documents

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

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

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

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

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

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

8. Amendment of Bidding Documents

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

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

8.3 To give prospective bidders reasonable time in which to take an corrigendum/addendum into account in preparing their bids, the Owner shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 18.2.

9. Preparation of Bids

9.1 Language of Bid: All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

10. Documents Comprising the Bid

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

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

- I. For bidding documents downloaded from the website <https://eprocure.gov.in/eprocure/app>, the scanned copy of the demand draft for the cost of the bidding documents must be uploaded. The original demand draft is to be deposited in the office before the bid submission closing date.
- II. A scanned copy of the Earnest Money must be uploaded. The original of the Earnest money deposit to be deposited in the office before the bid submission closing date.
- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 3;
- IV. Undertaking that the bid shall remain valid for the period specified in clause 13.1;
- V. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. A scanned affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief must be uploaded. The original affidavit is to be deposited in the office before the bid submission closing date.
- VII. The scanned copy of complete tender document duly filled except cost schedule, signed and sealed on every page be uploaded. This part should not contain the reference to price in any manner. Any reference to price in this part may cause rejection of the bid.
- VIII. Form of bid.

Part II. It shall be named Financial Bid and shall comprise of:

- (i) Cost schedule (BOQ)

11. Bid Prices

11.1 The Contract shall be for the whole Works, as described in Clause 1. 1, based on the cost schedule submitted by the Bidder.

11.2 The bidder shall quote rates and prices for all items of the Works described in the cost schedule.

11.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

11.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

12. Currencies of Bid and Payment

12.1 The prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

13. Bid Validity

13.1 Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 18. The Owner as non-responsive shall reject a bid valid for a shorter period.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Owner may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 14 in all respects.

14. Earnest Money / Bid Security

14.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the Appendix to ITB.

14.2 The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee/ Demand Draft as specified in the Appendix to ITB. It shall be valid for 90 days beyond the validity of the bid.

14.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Owner as non-responsive.

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

14.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

14.6 The Bid Security / Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;

- b) if the Bidder does not accept the correction of the bid price,; or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or .
 - ii. furnish the required Performance Security.

15. Alternative Proposals by Bidders

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

16. Format and Signing of Bid

16.1 The Bidder shall submit online bid comprising of the documents as described in Clause 10 and other documents as specified in the tender.

16.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.

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

17. Submission of Bids

Online submission of Bids

17.1 The Bidder shall submit online bids.

18. Deadline for Submission of Bids

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

18.2 The Owner may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Owner and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. Modification and Withdrawal of Bids

19.1 Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 18.

19.2 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 13.1 above or as extended pursuant to Clause 13.2 shall result in the forfeiture of the Bid security pursuant to Clause 14.

20. Bid Opening and Evaluation

Bid Opening

Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online bids received shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clause 24.2 shall be opened on a subsequent date, which will be notified to such bidders.

20.1 The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid made pursuant to Clause 19 in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.

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

20.2 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Owner at the opening as the Owner may consider appropriate, will announce the bidders' names and such other details.

20.3 After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 10.1, thereafter on fulfilling the criteria laid down in Clause 24.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

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

20.5 At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 20.4 and the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening.

21. Process to be Confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful

Bidder has been announced. Any attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid

22. Clarification of Bids and Contacting the Owner

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

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

23. Examination of Bids and Determination of Responsiveness

23.1 During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria defined in Clauses 2 and 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is responsive to the requirements of the bidding documents.

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

24. Evaluation of Bids

24.1 Selection of the bidder for supply of Tugs on hire basis will be based on technical and financial evaluation.

24.2 Technical evaluation shall be based on the offer satisfying the eligibility criteria as follows:

- i) Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for .
- ii) Experience of having successfully completed similar works i.e. supply of Tugs /other vessels on hire and their operation in rivers, riverine ports/harbor, canals, intertidal zones with complete accessories during last 5 years.
- iii) The bidder shall have executed the similar works as the following:

- (a) Three similar works costing not less than 40% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;
- OR**
- (b) Two similar works costing not less than 50% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;
- OR**
- (c) One similar work completed not less than 80% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for
- iv) The tenderer should submit the copies of Registration Certificate of the firm/agency, Number of PF, ESI & Service Tax issued by Competent Authority.
- v) The tenderer shall be an Income Tax assessee with valid PAN issued by I.T. Department and shall submit the Audited Balance Sheet for the last three years.
- vi) Latest certificate of solvency from nationalized/scheduled Bank included in the second schedule of the RBI Act for not less than 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for.
- vii) The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- viii) The Earnest Money in the form of Bank Guarantee or Demand Draft to be submitted online along with the bid. The original demand draft for tender fee and EMD must be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, NOIDA-201301.
- ix) Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
- x) The Tug(s) offered for hiring shall be owned by the bidder. The tug(s) may be obtained on lease basis from other party with the submission of valid lease agreement.
- xi) Registration certificate of tug(s)/, proof of availability of tug(s) owned or on lease with details of tug(s) offered is to be given.
- xii) The tug(s) offered for hiring shall be registered under Inland Vessel Act, 1917 or any other equivalent Act like IMS and shall be river worthy having valid survey certificate along with the required statutory safety appliances.
- xiii) Tenderer shall have also to submit the authentic certificate on the bollard pull capacity of the tug(s) offered issued by IRS or any approved classification society or Statutory organizations like state IWT Directorate/MMD.**
- xiv) Tug(s) will be deployed anywhere in National Waterway-1. Deployment would be minimum for 8 hours and extendable for 4 hours in a day as and when required.
- xv) Undertaking to mobilize the vessel(s) at site within two week from the date of issue of work order.
- xvi) The bidder can quote either for one or two or all schedules. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.**

Non submission of complete information will lead to rejection of bids.

- 24.3 Verification of the facts furnished by the bidders may be made by the owner prior to finalizing the technical evaluation
- 24.4 If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.
- 24.5 The evaluation of the financial bid will be based on the lowest financial offer received for the work.

25. Award of Contract

Award Criteria

- 25.1 Subject to Clause 27, the Owner will award the Contract to the Bidder after evaluation as per Clause 24.

26. Owner's Right to accept any Bid and to reject any or all Bids and Split the work or Increase and Decrease work.

- 26.1 Notwithstanding Clause 25, the Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Owner also the reserve the right to split the work to one or more parties depending on capability of the yard and increase/decrease the work requirement.

27. Notification of Award and Signing of Agreement.

- 27.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period by confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 27.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 29.
- 27.3. The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder after the performance security is furnished and within 15 days of issuance of Letter of Acceptance.
- 27.4 Upon the furnishing by the successful Bidder of the Performance Security, the other Bidders will be informed that their Bids have been unsuccessful.

28. Factors Affecting the Award of the contract.

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

- 28.2 Conformity with the request for bid/tender required and conditions.
- 28.3 The assessment of the capability of the bidder to meet the terms and conditions.
- 28.4 The bidder must have executed similar orders, for which the bidder is quoting as indicated in clause 1 of ITB for Government/ semi Government/Autonomous Organisations/reputed Private organisations.

29. Performance Security

- 29.1 Within 15 days of the issue of the work order, the successful Bidder shall deliver to the Owner a Performance Security of Five percent of the Contract Price.
- 29.2 The performance security shall be in the form of a Bank Guarantee, in the name of the Owner, from a Bank as applicable in case of earnest money / bid security defined in Appendix to ITB.
- 29.3 Failure of the successful bidder to comply with the requirement of sub-clause 29.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

30. Corrupt or Fraudulent Practices

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

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

(SECTION-III)

FORMS OF BID & BANK GUARANTEE

FORM OF TENDER

To,
Chief Engineer (P&M)
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, SECTOR-1, NOIDA

Name of Work: Supply of 3 nos. tugs on hire basis for a period of two years in NW-1.

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement etc for the above named works, I/We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/We undertake to complete and Deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.
3. I/We have deposited with the Chief Engineer (P&M), IWAI, NOIDA Rs.vide DD No.dated as Earnest Money for the tender.
4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal

Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.

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

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

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

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

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

Date

Signature

Name

Designation

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

M/s

Telephone nos.....FAX No.....

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos.

BANK GUARANTEE PROFORMA FOR FURNISHING
PERFORMANCE GUARANTEE

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

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

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

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

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

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

5. We,.....further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any

of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

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

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

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

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

Dated thedate of.....2006
for.....
(indicate the name of Bank)
Signature.....
Name of the Officer.....
(in Block Capitals)
Designation
Code No.....
Name of the Bank and Branch.

FORM OF BANK GUARANTEE FOR BID SECURITY

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 2014 and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of this written demand without the employer having no 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 Form of Agreement in accordance with the instructions to bidders, if required; or

fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Owner upto the above amount upon receipt of his written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner will note that the amount claimed by his 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 and including the date 45 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. 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

SECTION-IV

CONDITIONS OF CONTRACT

PART-I GENERAL CONDITIONS OF CONTRACT

PART-II SPECIAL CONDITIONS

SECTION-V

TECHNICAL SPECIFICATION OF TUG

PART-I
GENERAL CONDITIONS OF CONTRACT

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PART - I

GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

- (i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- (ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- (iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (v) **IWAI/ Authority/Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorized to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Chief Engineer (P&M):** means the Chief Engineer (Project & Marine) of the Authority, as the case may be.
- (x) **Director** means the field Director of the Authority as the case may be.
- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.

- (xii) **Sr. Hydrographic Surveyor** : means Senior Hydrographic Surveyor of the Authority, as the case may be
- (xiii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiv) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xv) **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.
- (xvi) **Day** : means a calendar day beginning and ending at mid-night.
- (xvii) **Week** : means seven consecutive calendar days
- (xviii) **Month** : means the one Calendar month.
- (xix) **Site** means the waterway and / or other places through which the works are to be executed.
- (xx) **Vessel** : means the tugs/workboat` belonging to the Contractor for carrying out the work.
- (xxi) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xxii) **Urgent Works:** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxiii) **Work/ works:** means work / works to be executed in accordance with the contract.
- (xxiv) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxv) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- (xxvi) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

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

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

CLAUSE – 3: SIGNING OF AGREEMENT & SECURITY DEPOSIT

3.1 AGREEMENT:

The tenderer whose bid is accepted and work order placed, is required to enter into an agreement with IWAI in the prescribed format on a non-judicial stamp paper of Rs.100 or above along with submission of security deposit as prescribed in the format.

The cost of the non-judicial stamp paper shall be borne by the tenderer.

3.2 SECURITY DEPOSIT:

Towards the performance guarantee for the contract, the tenderer is required to deposit total 10% of the contract price as **Security Deposit** in the following manner:-

- a) 5% of the security deposit shall be deposited in the form of bank guarantee from any nationalized /scheduled bank in accordance to the form prescribed within 15 days of the issue of work order before signing the agreement whichever is earlier.
- b) With regard to balance 5% of the S.D (security deposit), the same is to be recovered as : A sum @ 10% of the gross amount of the bill shall be deducted from each monthly bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. **Bank guarantee will not be accepted as security deposit.**

- 3.3 The total security deposit shall remain with IWAI till the satisfactory completion of work.

- 3.4 During the tenure of the contract period, no interest shall be paid on security deposit.

- 3.5 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:

- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR

- 3.6 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.

- 3.7 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the

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

CLAUSE – 4: REFUND OF SECURITY DEPOSIT

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

CLAUSE – 5 : SUFFICIENCY OF TENDER

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

CLAUSE – 6: CONTRACT DOCUMENTS

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.
- 6.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

CLAUSE – 7 : DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
 - (a) Description in the Schedule of Quantities and Prices.

- (b) Relevant Specifications and Special Conditions, if any.
- (c) Drawings.
- (d) General Specifications.

- 7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.
- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 7.4 If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules :
- (a) In the event of error occurring in the amount column of schedule of quantities and prices as result of wrong multiplication of unit price and quantity, the unit price shall be regarded, as firm and multiplication shall be amended on the basis of the quoted unit price.
 - (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

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

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the performance of the tug(s) supplied with respect to discharge the intended duty.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.

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

CLAUSE – 9: FACILITIES TO OTHER CONTRACTORS

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

CLAUSE – 10 : CHANGE IN CONSTITUTION

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 32 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-33.

CLAUSE – 11: COMMENCEMENT OF WORK

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

CLAUSE - 12: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 13: PERFORMANCE DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 13.1 Subject to any provisions to the contrary contained in the contract, the tug(s) shall be made available in operational condition during national holidays with the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.

- 13.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the make available the tug(s) in operational condition on holidays, Sundays and/ or extra shifts to ensure completion of works .

CLAUSE - 14: LABOUR

- 14.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.
- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- 14.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
- ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- 14.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.

- 14.4 The Contractor shall in respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed thereunder in regard to all matters provided therein.
- 14.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as :
- i) Payment of Wages Act, 1936 (Amended)
 - ii) Minimum Wages Act, 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) Maternity Benefit Act. 1961 (Amended)
 - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - viii) The Industrial Disputes Act. 1947 (Amended)
 - ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made 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.
- 14.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 14.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.

- 14.8 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-14.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-14.5 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 14.5 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 14.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 14.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 14.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 14.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 14.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 14.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 14.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 14.5 above shall be final and binding and

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

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

14.14 REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

CLAUSE – 15: FORCE MAJEURE

15.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

- 15.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 15.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

CLAUSE - 16 : LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

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

CLAUSE – 17: CONTRACTOR'S LIABILITY AND INSURANCE

- 17.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 17.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or

damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause - 27.2 (i) above, the following provisions shall also have effect :

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and

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

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

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

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

17.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.

- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - ii) Property liability limits for each accident not less than Rs. 1,00,000 ;
 - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

CLAUSE –18: TERMINATION:

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

CLAUSE –19: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

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

CLAUSE – 20: TERMINATION OF CONTRACT ON DEATH

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

CLAUSE– 21: CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART

21.1 If the contractor

- i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- iii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion

thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

21.2 Corrupt Practice

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

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

- i) To take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, Enabling and Ancillary works and
- ii) Also any materials, constructional plant, equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such agencies shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 21.5 hereunder.

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

21.5 If the expenses incurred or to be incurred by the Authority for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Authority. If the contractor fails to pay such

an amount , as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sum due to the contractor on any account under this or any other contract or from his security deposit or otherwise.

- 21.6 Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-in-Charge shall have powers to recover the same in accordance with the provisions of the contract.
- 21.7 The contractor shall not construct any structure even of a temporary nature for any other purpose on IWAI office premises & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the EIC and any such construction, so put up shall be removed by the contractor whenever the EIC or his representative calls upon the contractor to remove. Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the Contractor, shall be decided by the Chairman.

22 OPERATION:

- a) The vessel shall be under the operational control of Director, IWAI, Kolkata/Patna in NW-1, and contractor shall be bound to carry out all legal and feasible operation ordered by concerned field Director of IWAI or his authorized officer. The Tug may have to ply in the river and estuary at any time during day and night within the permissible plying limits. The tug shall be made ready for operation within 1 hr. of receiving appropriate order from the authorized officer.
- b) Normal operating Hours of for the tug shall be from 06.00hrs to 18.00 hrs the day. The tug shall be deemed to be in operation from the point of time the main engines are started till such time the main engines are stopped.

CLAUSE – 23: COMPENSATION FOR DELAY

- 23.1 If the contractor fails to complete all items of works in respect of any of the sub- group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 24.

CLAUSE – 24 : LIQUIDATED DAMAGES

- 24.1 If the contractor fails to mobilized the Tugs and supply within the time allowed as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of $\frac{1}{2}$ % (half percent)

per week or part of week on the total value of the contract subject to a maximum of 10% of the total value of the contract.

- 24.2 Should however, the contractor mobilize the tug(s) and handover to owner within the time or in the extended time (with due justification) as may be accorded, the Authority will refund to him the amount of compensation recovered from him, if any, in respect of delay in the mobilization of the tug(s), In this regard, the decision of the Engineer-in-Charge shall be final and binding within delegation of Power of Authority.
- 24.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Authority
- 24.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 24.5 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

CLAUSE – 25: COMPLETION CERTIFICATE

- 25.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.
- 25.2 No certificate of completion shall be issued as stipulated above and no work be considered to be completed unless the contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/ made by him for the site and/or premises in all respects and made the whole of the site and/or premises fit for immediate occupation / use to the satisfaction of the Engineer-in-Charge. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the work, the Engineer-in-Charge, may as he thinks fit and at the risk at cost of the contractor, fulfill such requirements and remove/dispose of the contractor's belongings/temporary arrangements, as aforesaid, and the contractor shall have no claim in this respect except for any sum realised by the sale of Contractor's belongings/ temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such contractor's belongings/temporary arrangements then the contractor shall on demand pay the amount of such excess expenditure.

CLAUSE – 26: PAYMENT ON ACCOUNT

- 26.1 The contractor will be paid on monthly basis. He has to submit his bill / invoice for a month within 8 days of the next month along with the log book extract duly certified by the authorized officer, the proof of the payment of emoluments has agreed from month to month basis. All the authentic and correct bill will paid within 30 days from the date of submission. The billings shall be made by calculating the operation cost by taking the hourly rates and operating hours of the engines has entered in the log book.
- 26.2 Payments due to the contractor shall be made by crossed cheque /RTGS by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC.
- 26.6 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 27: TAXES, DUTIES AND LEVIES ETC.

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

CLAUSE-28: TAX DEDUCTION AT SOURCE

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

CLAUSE-29. PRICE VARIATION OF POL:

1. Escalation for POL only shall be considered for payment. The price variation upto 5% of the quoted price will have to be absorbed by the tenderer in case of increase in price and similarly will have to be absorbed by IWAI in case of decrease in price.
2. The price variation on account of POL will be applicable as follows:

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

$A = (P - P_0) \times \text{Actual Consumption in liters during the period of billing.}$

Where,

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

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

CLAUSE - 30: OVER PAYMENTS AND UNDER PAYMENTS

- 30.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 30.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 33 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 30.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 30.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 30.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 33 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE - 31: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

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

32: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

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

CLAUSE – 33: ARBITRATION

- 33.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
 - (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
 - (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 33.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

- 33.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 33.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 33.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 33.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 33.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 33.8 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

NOTE: In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to 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.

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

SPECIAL CONDITIONS

A. UNSATISFACTORY PERFORMANCE:

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

B. WARRANTIES:

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

C. AREA OF OPERATION

The Tug will be operated between Haldia and Allahabad in National Waterways-1.

D. CHARACTERISTIC OF THE WATERWAYS

In NW-1 there is considerable difference between flood and lean season discharges and water level. The maximum water level difference is about 10 m. The current in the river ranges from 0.5 to 4 m/s. However, the current during the lean season seldom exceeds 1.5 m/s.

E. DURATION OF WORK:-

The total period of hiring of tugs shall be two year from the date of delivery and acceptance of the tug.

F. OTHERS

1. The contractor has to make his own arrangements for procurement and storage of adequate quantity of fuel and lubricant for uninterrupted operation of the tug. The Contractor has to arrange for storage and supply of potable water with tap facilities for drinking and other uses of vessels crew and operators.
2. Hire charges shall be payable to the contractor from the date of certification by Engineer-in-Charge or his representative on handing over of the tug at the location indicated in the schedule of quantity or as communicated by the EIC.

3. Hire charges shall not be payable for any day or part thereof or any period during which the Tugs is not made available for services (i.e. towing assistance during dredging etc.) due to any reason attributable to the contractor or his acts and deeds subject to following clause:
 - a) If the tug is not fit for further sailing due to mechanical/other defects or due to safety reasons, similar type of tug with same facilities shall have to be provided in replacement under same terms and conditions within seven days temporarily.
 - b) Routine repairs and maintenance works shall be adjusted with mutual discussion with EIC such that the overall works schedule is not affected. Total maximum 48 hours may be allowed per month for maintenance of engines and other machineries, and payments for this period are allowable accordingly.
 - c) The contractor shall bear the cost for running of engine for charging battery of the tug to keep the tug in tip-top condition with full voltage electricity. Engine RPM meter and other gauges shall be provided for the tug on the wheelhouse.
 - d) Non availability of tugs for service and non-compliance of instruction of Engineer's representative shall be considered as disqualification of the contractor to claim hiring charges for the tugs for the period.
 - e) The tug(s) once supplied for hiring should not undergo statutory dry-docking repair during the contract period. In case, the dry dock repair due to damage or accident or any other reasons becomes essential, a tug of equivalent specification shall be supplied.
4. The main engine and other machineries of the Tugs shall be in good and tip-top condition.
5. The crew of the Tug shall have to work under the instructions of the Engineer-in-Charge or his representative.
6. Hiring of the tugs may be terminated at any time by IWAI if the tug does not give satisfactory service. No compensation on account of such termination shall be payable and decision of IWAI shall be final and binding on the contractor.
7. No compensation shall be payable for damage, wear & tear or loss of the tug/ machinery/workmen of the contractor during the entire hire period.
8. Operation of the Tugs shall be the responsibility of the contractor and any liability arising out due to damages etc. shall be the contractor's account. Safety of tugs shall be of the contractor during both lean and flood season. No extra compensation will be considered in any untoward incident.
9. The Authority reserves the right to inspect the tugs offered by the tenderer for this contract and reject in case the tugs are not found in satisfactory condition or as per specification.
10. The Authority reserves the right to inspect the tugs offered by the tenderer for this contract and reject in case the tugs are not found in satisfactory condition or as per specification.
11. The tugs shall be finally taken over by the Engineer's representative after the same is mobilized to the place mentioned in schedule of this contract within the stipulated time and found satisfactory and in accordance with the specifications and conditions laid down in this contract and as recorded during the initial inspection by the Authority. The Engineer-in-Charge will thereafter issue a certificate in this regard indicating the date of taking over. Hire charges shall be payable to the contractor from the date recorded in the certificate as mentioned in Technical and Special conditions of contract.

12. Tenderer shall make arrangements for all such inspections at their yard/place of the evaluation of the tug.
13. The tug shall be de hired on the expiry of the period mentioned in schedule respectively until and unless it is extended by the Engineer-in-Charge in writing prior to expiry of the contract period. The contractor shall maintain log book with a running serially paged register for each tug for recording all movements. The log book so maintained must be got countersigned every day by the Engineer-in-Charge or his authorized representative. One copy of the log book shall be enclosed with the running bill.
14. The running charges including POL shall be paid to the contractor strictly on the basis of actual movement of the tugs which is entered and countersigned in the log book.
15. In case of loss or damage to IWAI equipment or materials due to carelessness/ negligence of any crew of the tug, the contractor shall be liable to pay the amount to recover such loss or to rectify the damage so caused. The amount to be paid by the contractor for such eventuality shall be decided by the Engineer-in-Charge and shall be binding on the contractor.
16. Hindrance Register, log book, inspection register of the tugs are to be maintained by the contractor.
17. Adequate number of substitute hands shall be provided as required on the tugs for continuing their operation, if any member of crew is absent or proceeds on leave.
18. All the repairs including of statutory repair shall have to attend by the supplier of tug and expenditure incurred in this regard shall have to borne by the supplier only. No payment shall be made by the Authority in this regard.

D. SPECIAL PAYMENT TERMS

1. A logbook shall be maintained by the contractor in the Tugs, which shall be got countersigned by the EIC or his representative daily (in triplicate). One copy to be enclosed with each running bill.
2. Based on the log book record, monthly bills shall be raised for hire charges and running charges by the contractor and the bills shall be payable by the Authority on recommendation by Engineer-in-Charge.
3. The above terms to be read with reference to Payments clause of General Conditions and relevant Clauses of Technical and Special Conditions of contract.

SECTION -IV

TECHNICAL SPECIFICATION OF THE TUG PROPOSED FOR HIRING

1. Total 3 no. tugs are to be supplied on hire basis under three schedule and their technical specification shall be as follows:

**Schedule A.: High powered tug of minimum 9 Tonne bollard pull, speed 10 knots
(appx.)**

- i) **Bollard Pull** - 9 metric Tonne and this is to be certified by any classification society being a member of IACS.(International Association of Certification Society) or the statutory Authority under whose the tug is registered either under the provision of I.V Act or MS Act.
- ii) **Propulsion** - Twin/ Triple screw (single screw propulsion is not acceptable) installed with marine diesel engine with adequate horse power to deliver the Bullard pull as prescribed during free running condition.
- iii) **Draft** - Maximum 1.5 Mtr. with full bunkering and provisions at the amid ship. The trim variation more than+- 10% at the aft. or forward in static afloat condition shall not be eligible for consideration.
- iv) **Wheel House** - Obstruction free and all round visibility having required facilities for the safe Inland navigation to be provided.
- v) **Accommodation facility** - The tug should have suitable accommodation facilities on the main deck or bellow main deck for accommodating the crew i,e master ,driver, greaser, lascar & cook comfortably .
- vi) **Towing hook & push knees** -The tug should have a towing hook of appropriate capacity normally operated for towing the vessels. The pushing facilities with push knees may be optional.
- vii) **Winch/crane onboard** - This is also optional.
- viii) **Principal Dimension** - The principal dimension i.e Length, Breadth & depth of the tug to be supplied shall be adequate to perform the duty as prescribed. However Length, Breadth and Depth (moulded) in no case shall exceed 35 Meter, 10 Meter & 5 Meter respectively.
- ix) **Air draft** - Minimum 10 Meter from the load line to the height of the mast or any other structure.
- x) **Speed** - 10 Knots (Appx.

Schedule B & C.: Low powered tug of minimum 5 Tonne bollard pull, speed 9 knots (appx.)

- i) **Bollard Pull** - 5 metric Tonne and this is to be certified by any classification society being a member of IACS.(International Association of Certification Society) or the statutory Authority under whose the tug is registered either under the provision of I.V Act or MS Act.
- ii) **Propulsion** - Twin screw(single screw propulsion is not acceptable) installed with marine diesel engine with adequate horse power to deliver the Bullard pull as prescribed during free running condition.
- iii) **Draft** - Maximum 1.2 Mtr. with full bunkering and provisions at the amid ship. The trim variation more than+- 10% at the Aft. or forward in static afloat condition shall not be eligible for consideration.
- iv) **Wheel House** - Obstruction free, all round visibility having required facilities for the safe Inland navigation to be provided.
- v) **Accommodation facility** - The tug to have suitable accommodation facilities on the main deck or bellow main deck for accommodating the crew i,e master ,driver, greaser, lascar & cook comfortably .
- vi) **Towing hook & push knees** -The tug should have a towing hook of acceptable capacity normally operated for towing the vessels. The pushing facilities with push knees may be optional.
- vii) **Winch/crane onboard** -This is also optional.
- viii) **Principal Dimension** - The principal dimension i.e Length, Breadth & depth of the tug to be supplied shall be adequate to perform the duty as prescribed. However Length, Breadth and Depth (moulded) in no case shall exceed 35 Meter, 10 Meter & 5 Meter respectively.
- viii) **Air draft** - Minimum 10Meter from the load line to the height of the mast or any other structure.
- ix) **Speed** - 9 Knots (Appx.)

2.

2. OTHER SPECIFICATION APPLICABLE FOR BOTH TYPE OF TUGS:

- i. The Tugs shall have sufficient bunkering facilities for operation minimum 7 days.
- ii. The tug shall be river worthy, good stability, well-built having registered with any state IWT Dte./Maritime Board, Port Authority, MMD as per the I.V. Act, the Major Port Trust Act and the merchant Shipping Act respectively or any other equivalent Act.
- iii. The tugs shall have the valid survey certificates of the concerned Authority at the time of operation.
- iv. The Tugs shall have adequate numbers of statutory appliances such as LSA, FFA, LSS etc. as per Inland Vessels act 1917 or equivalent Act. All the life saving and firefighting equipment shall be of approved quality and available at all the time and maintained in good condition. Similarly all the navigational light installed shall be in operational condition
- v. The principal dimension of the tug shall be such that it can be able to tow the dredger, accommodation boats and pipeline etc. in the river Ganga during lean and flood season. The bollard pull shall be sufficient preferably to tow the dredger by push tow or side tow and accordingly the Tugs must be equipped with suitable Marine engine. The Tugs shall be used for towing and shifting of the Cutter Suction Dredges (length = 40 m, breadth = 9.2 m; capacity 500 cu.m. per hour) in NW-1.
- vi. **The Tugs shall extend the assistance to the dredger during dredging operation for shifting and placing of the anchors, pipelines, supply of logistics i.e. POL, assisting of cargo or any other vessels to cross the syphon at Baghmari etc. as required. Accordingly the tug shall be manned with competent and certified crew.**
- vii. Only the qualified, experienced and competent crew with competency certificate shall be deployed. Master, Driver, Greaser & Lascar must have the required competency certificates from the concerned Authority.
- viii. The tug shall have communication system with other vessel such as VHF or walkie talkie.
- ix. **Tug supplied on hire shall be provided the facility on board for navigation during day & night with the help of ENC or DGPS. The crew shall be trained by IWAI for navigation with the above system. The ENC shall be supplied by IWAI. However, the required hardwares are to be supplied and installed by contractor.**
- x. The tug(s) is to be covered under valid insurance policy (at least for 3rd party coverage).

Cost Schedule, Proforma & agreement

Cost Schedule

(HIRING OF TUG OF MINIMUM 9 TONNE BOLLARD PULL FOR TWO YEARS IN NW – 1)

The below mentioned Commercial bid format is provided as BOQ_hiring of tug.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_hiring of tug.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Tender Inviting Authority : Inland Waterways Authority of India , Noida						
Name of Work: HIRING OF TUG OF MINIMUM 9 TONNE BOLLARD PULL FOR TWO YEARS IN NW – 1						
Tender No: Iwai/MD/192/2013-14						
Bidder Name :						
<u>COST SCHEDULE FOR HIRING OF TUG OF MINIMUM 9 TONNE BOLLARD PULL</u> (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE per Tug In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs. P	Rs. P	
				Figures	Words	
1.00	Hire charges excluding fuel, lubricants but including crew wages and all services as details in terms and conditions	730	Days		Rupees only	0.00
2.00	Running charges including cost of POL, Lubricants etc.	1920	Hrs.		Rupees only	0.00
Total in Figures						0.00
Total in Words						Rupees only

SCHEDULE - B**Cost Schedule****(HIRING OF TUG OF MINIMUM 5 TONNE BOLLARD PULL FOR TWO YEARS IN NW – 1)**

The below mentioned Commercial bid format is provided as BOQ_hiring of tug.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_hiring of tug.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Tender Inviting Authority : Inland Waterways Authority of India , Noida						
Name of Work: HIRING OF TUG OF MINIMUM 5 TONNE BOLLARD PULL FOR TWO YEARS IN NW – 1						
Tender No: IWAI/MD/192/2013-14						
Bidder Name :						
<u>COST SCHEDULE FOR HIRING OF TUG OF MINIMUM 5 TONNE BOLLARD PULL</u> (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE per Tug In Figures To be entered by the Bidder		AMOUNT Rs. P
				Figures	Words	
1.00	Hire charges excluding fuel, lubricants but including crew wages and all services as details in terms and conditions	730	Days		Rupees only	0.00
2.00	Running charges including cost of POL, Lubricants etc.	1920	Hrs.		Rupees only	0.00
Total in Figures						0.00
Total in Words		Rupees only				

SCHEDULE - C**Cost Schedule****(HIRING OF TUG OF MINIMUM 5 TONNE BOLLARD PULL FOR TWO YEARS IN NW – 1)**

The below mentioned Commercial bid format is provided as BOQ_hiring of tug.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_hiring of tug.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Tender Inviting Authority : Inland Waterways Authority of India , Noida						
Name of Work: HIRING OF TUG OF MINIMUM 5 TONNE BOLLARD PULL FOR TWO YEARS IN NW – 1						
Tender No: IWAI/MD/192/2013-14						
Bidder Name :						
<u>COST SCHEDULE FOR HIRING OF TUG OF MINIMUM 5 TONNE BOLLARD PULL</u> (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE per Tug In Figures To be entered by the Bidder		AMOUNT Rs. P
				Figures	Words	
1.00	Hire charges excluding fuel, lubricants but including crew wages and all services as details in terms and conditions	730	Days		Rupees only	0.00
2.00	Running charges including cost of POL, Lubricants etc.	1920	Hrs.		Rupees only	0.00
Total in Figures						0.00
Total in Words		Rupees only				

PROFORMA-1

TIME SCHEDULE FOR HIRING & OPERATION OF TUGS
IN NW-1

Sl.No.	Details of work	Specified time Period in Days	Tenderer's time period offered
1.	Mobilisation of tug with crew	07 days from date of issue of work order	----for-----

(Signature of Tenderer)

PROFORMA-2

(FOR SCHEDULE -----)

**DETAILS OF THE TUG PROPOSED FOR SUPPLY ON HIRE
FOR DEPLOYMENT IN NW-1**

Sl. No.	Name of the tug	Bollard pull in Tonne & the name of certifying Authority	Principal Dimension LxBxD, Draft, Yr. of built	Details of the propulsion & machinery	Ownership detail	Details of the valid registration & survey certificate, regt. Authority, place of registration, port of registration etc.	Any other detail as deemed fit

(Signature of Tenderer)

PROFORMA-3

LIST OF CREW PROPOSED TO BE DEPLOYED BY CONTRACTOR FOR THIS WORK

Sl.No.	NAME	DESIGNATION	DETAILS OF QUALIFICATION & COMPETENCY CIRTIFICATE OF THE CREW

(Signature of Tenderer)

AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works for _____

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished as security for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty

- ii) Information & instruction for Tenders
- (a) Schedule - Bill of Quantity
- (b) Annexure

- iii) General Conditions of Contract

- iv) Technical specifications and Special Conditions of Contract

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

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

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

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

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

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____