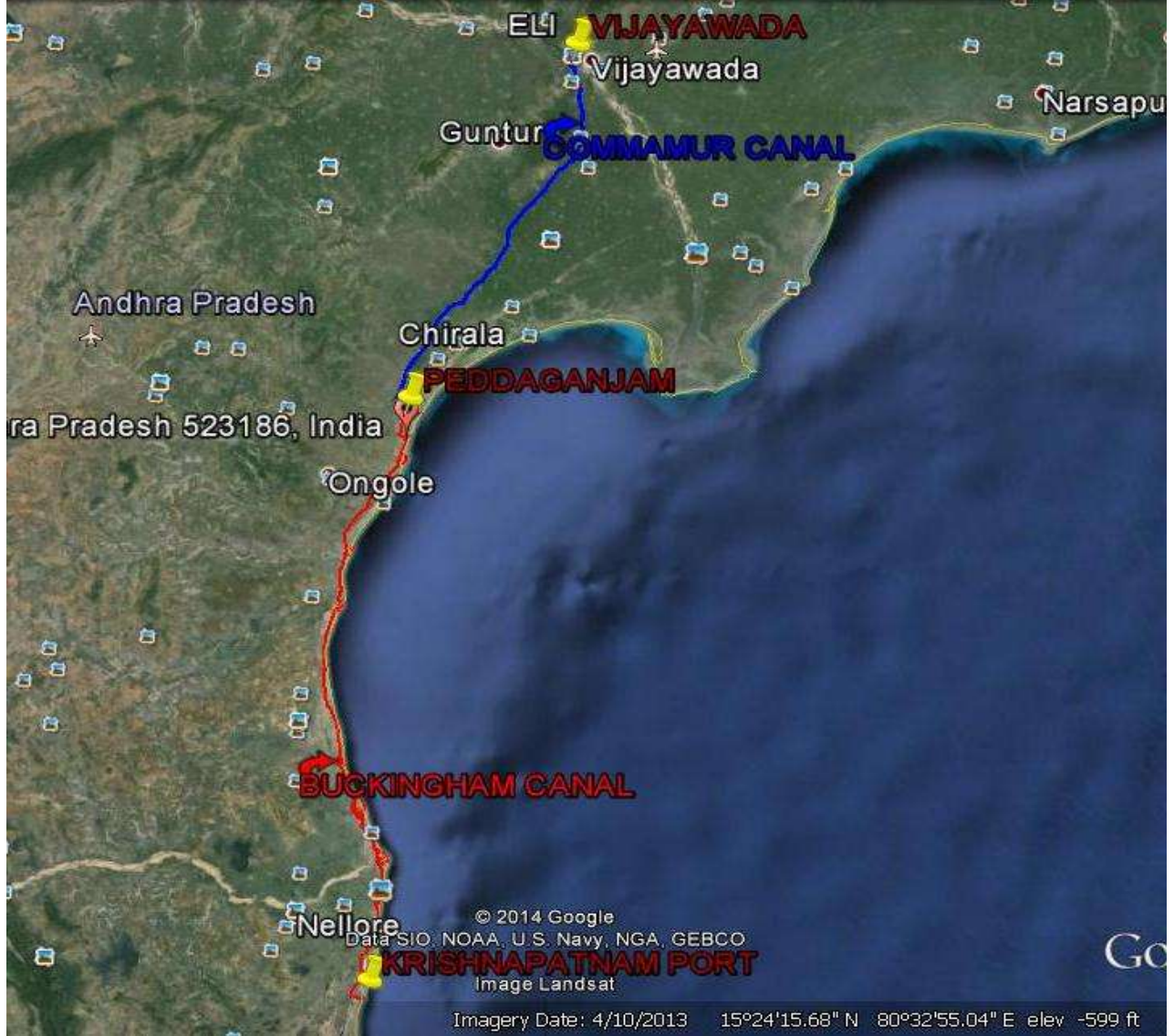




भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
(पोत परिवहन मंत्रालय, भारत सरकार)
INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)

**TENDER DOCUMENT FOR DETAILED HYDROGRAPHIC SURVEY IN
COMMAMUR CANAL (113 KMS) FROM VIJAYAWADA TO PEDDAGANJAM
AND IN NORTH BUCKINGHAM CANAL (160 KMS) FROM PEDDAGANJAM
TO KRISHNAPATNAM (NW-4)**



October 2014

Tender No. IWAI/HY/NW-4/CCBC/2014/1

Head Office: IWAI, A-13, Sector – 1, NOIDA-201 301 (U.P.)

Ph No. 0120- 2543931 / 2522969 / 2425981 Fax No. 0120-2522969 / 2543931 / 2543973

Web Site:- <https://eprocure.gov.in/eprocure/app> & www.iwai.nic.in; E-mail:- hc.iwai@nic.in, ahsnoida@gmail.com

INDEX

Sl no.	Content	Page no	
		From	To
	TECHNICAL BID : PART-I	3	
1.0	Notice Inviting Tender	4	5
2.0	Form of Tender	6	7
3.0	Information and instructions for bidders	8	17
4.0	Instructions to the Contractors/Bidders for e-submission of the bids	18	19
5.0	General Conditions of Contract	20	45
6.0	Technical & Special Conditions	46	52
7.0	Tender Acceptance letter	53	
8.0	Procedure to be adopted for Horizontal and Vertical Control	54	
9.0	Details of equipment proposed to be deployed	55	
10.0	Details of Bank Account for Release of Payment through Electronic Fund Transfer System	56	
PRICE BID: PART – II			
11.0	Schedule of Quantities (BOQ1 & BOQ2)	58-59	
12.0	Agreement Format	60	61
13.0	Bank Guarantee Proforma for furnishing Performance guarantee)	62	63
14.0	APPENDIX-I(A)/I(B)/I(C)/I(D)/I(E)	64	76
15.0	Construction drawing of Survey Pillar	77	
16.0	Map of the area	78	

TOTAL 78 (SEVENTY EIGHT) PAGES



**DETAILED HYDROGRAPHIC SURVEY IN COMMAMUR
CANAL (113 KMS) FROM VIJAYAWADA TO PEDDAGANJAM
AND IN NORTH BUCKINGHAM CANAL (160 KMS) FROM
PEDDAGANJAM TO KRISHNAPATNAM (NW-4)**

PART – I

TECHNICAL BID



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पोत परिवहन मंत्रालय, भारत सरकार)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, NOIDA – 201 301, U.P.

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

E mail:- hc.iwai@nic.in, ahsnoida@gmail.com, Web Site:- www.iwai.nic.in

1. NOTICE INVITING TENDER

TENDER No. IWAI/HY/NW-4/CCBC/2014/1

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

Schedule#	Description of Works	EMD (Rs. in lakhs)
A	DETAILED HYDROGRAPHIC SURVEY IN COMMAMUR CANAL (113 KMS) FROM VIJAYAWADA TO PEDDAGANJAM (NW-4)	0.32
B	DETAILED HYDROGRAPHIC SURVEY IN NORTH BUCKINGHAM CANAL (160 KMS) FROM PEDDAGANJAM TO KRISHNAPATNAM (NW-4)	0.63

Terms and Conditions:

- Tender document will be available for download w.e.f. 13th October 2014 to 27th October 2014. The completed bids as per terms and conditions mentioned in the tender document should be submitted latest by 1500 hrs on 27th October and shall be opened on the same day at 1530 hours.**
- Time for completion:** within 90 days from the date of commencement of work for Schedule 'A' and within 120 days from the date of commencement of work for Schedule 'B'.
- Interested bidders may download tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in" and are advised by paying Rs. 1,000/- (Rupees one thousand only) (for one or both schedules) in the form of non-refundable demand draft in favour of 'IWAI Fund' payable at Noida/New Delhi of any Nationalized/scheduled bank for submitting the bids. Bidder may quote one or both schedules.
- The Hard Copy of original instruments in respect of cost of tender document, earnest money, other documents in original as asked in this tender document must be delivered to the office of Hydrographic Chief on or before bid closing or opening date/time as mentioned in critical date sheet. Bidder shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
- IWAI reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard.
- Other terms and conditions are as per tender document.

Hydrographic Chief

NIT FOR PUBLICATION IN NEWSPAPER



**INLAND WATERWAYS AUTHORITY
OF INDIA,**

A-13, Sector-1, NOIDA-201 301

Tender for detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4).

Online bids are invited from the reputed contractors for conducting **detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4).**

Tender document cost: 1000/- Date of downloading Tenders is from 13.10.2014 to 27.10.2014. Last date of online submission of bids is up to 1500 hrs on 27.10.2014. Date of online opening:- 27.10.2014 at 1530 hrs. For further details including EMD and other terms & conditions, please refer to IWAI website i.e. www.iwai.nic.in and <https://eprocure.gov.in/eprocure/app>

Hydrographic Chief

2.0
Form of Tender

To

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

Sub: Tender document for detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4).

Sir,

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

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

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

Schedule#	Description of Works	Details of DD	EMD (Rs.)
A	DETAILED HYDROGRAPHIC SURVEY IN COMMAMUR CANAL (113 KMS) FROM VIJAYAWADA TO PEDDAGANJAM (NW-4)		
B	DETAILED HYDROGRAPHIC SURVEY IN NORTH BUCKINGHAM CANAL (160 KMS) FROM PEDDAGANJAM TO KRISHNAPATNAM (NW-4)		

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

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise. The said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and

fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

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

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

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

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

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

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

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

Date

Signature

Name

Designation

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

Witness :

Signature.....

Name :

Occupation

Address

Telephone No.....

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

3.0 INFORMATION AND INSTRUCTIONS FOR BIDDERS

- (A) The details of work to be carried out and its scope are given in this tender document, which also indicate brief descriptions of the work to be executed. The bidders are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

1. **The bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders**, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract:

a) Site conditions including access to the site, existing and required roads and other means of transport/ communication for use by him in connection with the work;

b) Source of extent of availability of suitable Boats including water and labour (technical, skilled and unskilled) etc., required for work and Laws and Regulations governing their use and employment.

c) Geological, meteorological, topographical, hydrological, morphological and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.

d) The type of equipment and facilities needed, preliminary to / for and in the performance of the work and;

e) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

2. The bidders shall note that information, if any in regard to the work site and local conditions as contained in these tender documents except for the works agreed to be conducted, has been given merely to assist the bidder and is not warranted to be complete.

3. The bidders shall note and bear in mind that the Authority (IWAI) shall bear no responsibility for the lack of acquaintance with site condition etc. or any information relating thereto, on their part. The consequence of the lack of any knowledge aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the IWAI.

(B) INSTRUCTIONS FOR SUBMISSION OF BID

- 1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.

- 2.0 This tender schedule is only for the work of "detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)".

3.0 Bank Solvency for the following amounts:

Schedule 'A' – Rs. 6.4 lakhs (Rupees Six lakhs forty thousand only)

Schedule 'B' – Rs. 12.6 lakhs (Rupees Twelve lakhs sixty thousand only)

If the bidder wishes to quote for more than one schedule, then consolidated Bank Solvency for all such schedules should be submitted. If any bidder wishes to quote only for a schedule, then also the bidder should furnish the stipulated Bank Solvency for that schedule.

The Bank Solvency should be in the name of the bidder and not in the name of the Manufacturer/OEM. The banker address, issuing authority, date of issue, validity, contact phone, e-mail ID of Bank are to be mentioned clearly in the Bank solvency. The Bank Solvency should be for minimum amount as mentioned above and should be issued in the current financial year, preferably after publication of NIT.

4.0 **EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish as part of its tender,

EMD of Rs. 32, 000/- (Rupees Thirty Two thousand only) for Schedule 'A',

EMD of Rs. 63, 000/- (Rupees Sixty three Thousand only) for Schedule 'B',

If the bidder wishes to quote for more than one schedule, then consolidated EMD's for all such schedules should be submitted. If any bidder wishes to quote only for a schedule, then also the bidder should furnish the stipulated EMD for that schedule.

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

4.1 The successful Bidder EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of SD as per clause 3 of "General Conditions of the Contract".

4.2 The EMD may be forfeited if,

- a] Bidder withdraws his bid in part or in full or modifies his tender, during the period of bid validity specified on the bid form, or
- b] Make any modification in terms & conditions of tender, which is not acceptable to the IWAI, then the IWAI shall, without prejudice to any right or remedy, be at liberty to forfeit the EMD absolutely.
- c] The successful Bidder fails to furnish in full all the information as required by the tender, withdraws his tender or refuses to sign the contract in accordance with Clause - 24 of "Instructions to the Bidder" on issue of letter of intent, or refuses to provide the Security Deposit in accordance with Clause 3 of "General Conditions of the Contract".

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

5.0 **Submission of Bid**

The submission of bid by any Bidder(s) shall itself imply that the Bidder(s) has read and understood the tender documents, contract, terms and condition, wherein, further that he has understood the details of works and has made all such inquiries as may be necessary so as to satisfy

himself as regards the entire scope of work specified in the tender document. And upon such satisfaction the Bidder(s) has found himself capable to perform all obligations mentioned under the tender document if adjudged successful bidder.

Bidder(s) shall be individual firm or Joint Venture (JV) or an Indian lead firm supported by another firm (s) (Indian). The bidder has to submit documentary proof of "intent of forming JV/consortium" on Rs.100/- notarized stamp paper at the time of submission of bid. However, successful bidder is required to submit proof of registration of JV/consortium before award of work. Experience of individual firms of the JV will also be considered for evaluation.

Joint venture is allowed with two or more partners. The lead partner should have minimum 51% equity participation. If a Bidder constitutes (under applicable laws) a joint venture they shall submit and comply with the following requirements;

a). There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned shall be submitted along with the bid.

b). The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and/ or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.

c). Lead partner shall be nominated as being partner-in- charge; and this authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners.

d). The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

e). All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).

f). In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Consultant liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Consultant and Employer will take action under the Conditions of Contract.

g). Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.

h). The bid submitted shall include all the relevant information as required and furnished separately for each partner of the Joint Venture.

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

- (a) Number of members in a consortium shall be two or more partners;
 - (b) The proposal should contain the information required for each member of the Consortium;
 - (c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the Hydrographic Survey Contractor during the License Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at APPENDIX-I (A)., signed by all the other members of the Consortium;
 - (d) The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
 - (e) The members of a Consortium shall incorporate a special purpose vehicle as Hydrographic Survey Contractor under the provisions of Companies Act, 1956, (as their wholly owned subsidiary) to execute the Project, if awarded to the Consortium;
 - (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of making the Proposal. The Jt. Bidding Agreement, to be submitted along with the Proposal, shall, inter alia
 - (i) Convey the intent to form with shareholding/ ownership equity commitment(s) in accordance with this TENDER DOCUMENT, which would enter into the Contract and subsequently perform all the obligations of the bidder in terms of the Contract,
 - (ii) Clearly outline the proposed roles and responsibilities of each member;
 - (iii) Commit that in case such consortium of entities is the Preferred Bidder, the Preferred Bidder shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the Hydrographic Survey Contractor; in who’s subscribed and paid up capital, the Preferred Bidder shall collectively hold 100% equity during the License Period.
 - (iv) The Lead Member of such Preferred Bidder consortium shall at all time during the License Period hold equity equivalent to at least 51% of the subscribed and paid up capital of the Hydrographic Survey Contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER DOCUMENT shall hold at least 26% equity in the subscribed and paid up capital of Hydrographic Survey Contractor/operator during the License Period; Provided however that Authority may in its sole and absolute discretion permit a consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Hydrographic Survey Contractor.
 - (v) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder consortium in relation to the Project until the expiry of the contract.
 - (vi) Statement of Legal Capacity as per Appendix-I(C);
 - (vii) Copy of Memorandum and Articles of Association of the both members of the Consortium;
 - (viii) Appendix-I(B) providing summary of Financial capacity of the Bidder.
 - (g) Except as provided under this TENDER DOCUMENT and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
 - (h) No change in the composition of a Consortium will be permitted by the Authority during the Bidding process
 - (i) In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible as per the terms hereunder.
- If the Bidder is a public listed company, it shall submit a copy of its Annual Financial statements for the last 3 (three) financial years preceding the Proposal Due Date clearly setting out the relationship of Associates with the entity whose technical/financial capacity is relied upon. In case a bidder [other than a public listed company], relies on the eligibility capacity of its Associates,

they shall be required to submit a Certificate from their respective statutory auditors stating that the entity whose Technical/Financial Capacity is considered for the purposes of this TENDER DOCUMENT and the Bidder are Associates in terms hereof. In case the experience of Associate is claimed by a Bidder, the Bidder shall ensure that such entity continues to remain its Associate through the term of Contract.

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

(j) The Bidder shall enclose with its Proposal, to be submitted as per the format at Appendix-I(A), complete with its Annexes, the following:

(a) Technical Capacity:

For demonstrating the technical capacity, bidder is required to submit the following:

(i) Project Experience: Certificate of Incorporation of the project company along with certified copies of the audited financial results for last three financial years preceding the Proposal Due Date in case experience is claimed as a owner and/or operator of the Eligible Project

(ii) Certificate(s) from its statutory auditors or the concerned client stating the nature of association of the bidder with the project(s) for which eligibility is claimed (refer Appendix I - E).

(iii) In case of operator only, duly notarized Certificate of Incorporation of the owner company (client) as well as of the operator and certificate (work order, completion certificates/ agreements) from the owner for nature of association for the eligible projects

(b) Financial Capacity

(i) Certificate(s) from its statutory auditors specifying the Net Worth of the Bidder, in the financial year preceding the Proposal Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this TENDER DOCUMENT, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

(ii) Certificate from its statutory auditors stating the annual turnover of the bidder in relation to the Eligible Projects during each of the preceding three (3) years before the Proposal Due Date.

5.2 Tender document/Bid should be submitted in two covers viz. Envelope-1 (containing Technical proposal) and Envelope-2 (containing Financial proposal) and both of these covers should be placed **in a single sealed cover**.

In case the first cover (hard & soft copy both) is not submitted with Earnest Money & TENDER document fee in a proper form, the second cover shall not be opened and rejected summarily. Both the Cover-1 & Cover-2 are to be placed in a single cover super-scribing "TENDER for detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)" and shall be received in this Office on or before **1500 hours IST on 27.10.2014** and shall be opened by the duly constituted Tender Evaluation Committee (TEC) of Inland Waterways Authority of India at **1530 hrs on the same day**. Bidder(s) or his authorized representative may remain present at the time of opening, if they so desire.

Authority shall not be responsible for delay caused due to postal/courier or any other modes of delivery. Local Bidder(s) may, if so desire, deposit TENDER document in the bid box provided in the office for this purpose.

The Authority may at its discretion extend the dead line for the submission of bids in accordance with Clause-6 below, in which case all rights and obligation of the Authority and Bidder(s) previously subjected to the dead line will thereafter be subjected to the dead line as extended.

Late bids will be rejected and returned unopened to the Bidder(s).

Telex, FAX, E-mail and cable offer will not be considered under any circumstances.

6.0 At any time prior to the dead line for **online & Offline** submission of tender document, the Authority may for any reason, whether by its own initiation or in response to clarification requested by a prospective Bidder, modify the tender document by amendments.

6.1 In order to afford prospective Bidder(s) reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of proposal.

7.0 The tender document filled by the Bidder(s) and all correspondence and documents relating tender document and the bid exchanged by the Bidder(s) and the Authority shall be written in ENGLISH. Any document enclosed with the tender document that is not in English shall be accompanied by the certified English translation.

8.0 Period of Validity of Bid

8.1 Bid shall remain valid for 180 days from the date of opening of price bids.

8.2 Notwithstanding Clause – 8.1 above, the Authority may solicit the Bidder's consent for extension of the bid validity. The request and the response shall be made in writing.

8.3 All pages of the bid shall be duly signed by the person/(s) signing the bid. The name and position held by the person signing the bid must be typed or printed below the signature.

8.4 The bid shall not contain erased/over writing except as necessary to correct errors by the Bidder in which case the person signing the bid shall initial such correction(s).

8.5 TENDER document forms are not transferable and its cost is not refundable.

8.6 "Authority" will in no way be responsible for any expenditure incurred by the bidder(s) in the preparation and submission of the TENDER document.

9.0 Technical bid

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

In the online submission,

SUBMISSION OF TECHNICAL BID

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

COVER-1

- a) Scanned Copy of tender cost (Demand Draft in favour of IWAI fund payable at Noida).
- b) Scanned Copy of Earnest Money Deposit (Demand Draft in favour of IWAI fund payable at Noida).
- c) Scanned Copy of Bank Solvency certificate from any nationalized /scheduled bank.

COVER-2

- d) Scanned Copy of a declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- e) Scanned Copy of Duly filled "Form of Tender".
- f) Scanned Copy of Duly filled "Tender Acceptance Letter".
- g) Scanned Copy of acceptance of payment terms clause 34 of "General Conditions of the Contract".
- h) Scanned Copy of acceptance to all tender terms & conditions to be confirmed.

COVER-3

- i) Scanned Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- j) Scanned Copy of a signed declaration stating that no alteration has been made in any form in the downloaded tender document.

COVER-4

- k) Scanned Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field. Brief description of projects recently undertaken in the relevant field.
- l) Scanned Copy of Bidders Registration Certificate
- m) Scanned Copy of Document in the respect of PAN, service tax, VAT number.
- n) Scanned Copy of Audit report / Balance Sheet /balance sheet along with turnover, profit/loss for the last three years (2010-11, 2011-12 & 2012-13). Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least Rs.4.8 lakhs for Schedule 'A' and Rs. 9.40 lakhs for Schedule 'B'.

COVER-5

- o) Procedure to be adopted for Horizontal and Vertical control (Proforma at 8.0).
- p) Bio data of key survey personnel and manpower to be deployed.
- q) Details of equipment proposed to be deployed (Proforma at 9.0).

COVER-6

- r) Scanned Copies of similar work orders and performance certificates / job completion certificates for each individual item for which the bid is submitted (as per prequalification requirement), issued by the client during the past 7years, for evaluation of financial & technical capabilities of the bidders. Supply orders and

performance certificates / job completion certificates shall be in the name of bidder only clearly indicating the value of work.

Experience of having successfully completed similar works (Hydrographic survey in any area) (Non-Government and public sector work order / completion certificate are acceptable) during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:

- (i) Three similar works **each** costing not less than Rs. 6.4 Lakhs for Schedule 'A' & Rs. 12.6 lakhs for Schedule 'B'; **or**
- (ii) Two similar works **each** costing not less than Rs. 8.0 Lakhs for Schedule 'A' & Rs. 15.7 lakhs for Schedule 'B'; **or**
- (iii) One similar work costing not less than Rs. 13.0 Lakhs for Schedule 'A' & Rs. 25.1 lakhs for Schedule 'B'.

COVER-7

- s) Scanned copy of Joint Venture agreement signed by JV partners duly signed by the notary on a Rs. 100 non-judicial stamp paper.
- t) Appendix-I(A)/I(B)/I(C)/I(D)/I(E)
- u) Details of Bank Account for Release of Payment through Electronic Fund Transfer System

The hard copy of tender covers (apart from online copy) should be placed in an envelope duly super scribing clearly the name of the work “**detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)**” and the note TENDERS TO BE OPENED BY THE ADDRESSEE ONLY” written prominently. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes.

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

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

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

11.0 Bidders shall sign their proposal with the exact name of the firm. The bid shall be duly signed and sealed by an authorized person of the bidder's organization as following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.0 The IWAI will notify the successful Bidder in writing that the bid has been accepted. The successful Bidder will be required to enter into a contract with the IWAI in the form given in these documents and has to submit Security deposit as per Clause 3 of "General Conditions of the Contract", within 15 days of award of work.

24.0. The IWAI shall forward a draft contract to the Bidder along with award of work order. Within 15 days of receipt of such documents the successful Bidder shall sign the contract on non-judicial stamp paper of Rs. 100/- under the terms and conditions as indicated in the "DRAFT CONTRACT" forwarded by the IWAI. In case of any refusal/ failure on the part of such successful bidder to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

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

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

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

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked.
- 8) 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.
- 9) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favorites folder.
- 10) From the my favorites folder, he selects the tender to view all the details indicated.
- 11) 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.
- 12) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 13) 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.
- 14) **Bidder should submit the TFee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.**
- 15) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 16) The bidder has to select the payment option as offline to pay the TFEE/ EMD as applicable and enter details of the instruments.
- 17) 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.

- 18) 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.
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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.
- 28) 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.
- 29) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:
E-mail : hc.iwai@nic.in
Contact Telephone Numbers : 0120-2543931
Fax No. : 0120-2522969
E-mail: hc.iwai@nic.in
In person : Cdr. P.K. Srivastava., Hydrographic Chief

**

5.0 GENERAL CONDITIONS OF CONTRACT

CONTENTS

CLAUSE-1	:	DEFINITIONS
CLAUSE-2	:	INTERPRETATIONS
CLAUSE-3	:	SECURITY DEPOSIT
CLAUSE-4	:	REFUND OF SECURITY DEPOSIT
CLAUSE-5	:	SUFFICIENCY OF TENDER
CLAUSE-6	:	CONTRACT DOCUMENTS
CLAUSE-7	:	DISCREPANCIES AND ADJUSTMENT OF ERRORS
CLAUSE-8	:	DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE'S REPRESENTATIVES
CLAUSE-9	:	ASSIGNMENT AND SUB-LETTING
CLAUSE-10	:	FACILITIES TO OTHER CONTRACTORS
CLAUSE-11	:	CHANGE IN CONSTITUTION
CLAUSE-12	:	WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.
CLAUSE-13	:	SETTING OUT THE WORKS
CLAUSE-14	:	DEVIATIONS
CLAUSE-15	:	CONTRACTORS SUPERVISION
CLAUSE-16	:	INSTRUCTION AND NOTICE
CLAUSE-17	:	PATENT RIGHTS
CLAUSE-18	:	EQUIPMENT
CLAUSE-19	:	LAWS GOVERNING THE CONTRACT
CLAUSE-20	:	LABOUR
CLAUSE-21	:	FORCE MAJEURE
CLAUSE-22	:	LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS & RECTIFICATION THEREOF
CLAUSE-23	:	CONTRACTOR'S LIABILITY AND INSURANCE
CLAUSE-24	:	SUSPENSION OF WORKS
CLAUSE-25	:	FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
CLAUSE-26	:	TERMINATION OF CONTRACT ON DEATH
CLAUSE-27	:	TERMINATION OF CONTRACT IN FULL OR IN PART
CLAUSE-28	:	COMPLETION TIME AND EXTENSIONS
CLAUSE-29	:	COMPENSATION FOR DELAY
CLAUSE-30	:	LIQUIDATED DAMAGES
CLAUSE-31	:	INSPECTION AND APPROVAL
CLAUSE-32	:	COMPLETION CERTIFICATE
CLAUSE-33	:	MEASUREMENTS
CLAUSE-34	:	PAYMENT ON ACCOUNT

CLAUSE-35 : TAXES, DUTIES AND LEVIES ETC
CLAUSE-36 : TAX DEDUCTION AT SOURCE
CLAUSE-37 : PAYMENT ON FINAL BILL
CLAUSE-38 : OVER PAYMENTS AND UNDER PAYMENTS
CLAUSE-39 : CONTRACT MATTERS TO BE TREATED AS
CONFIDENTIAL
CLAUSE-40 : SUM PAYABLE BY WAY OF COMPENSATION TO BE
CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO
ACTUAL LOSS
CLAUSE-41 : ARBITRATION
CLAUSE-42 : VALIDITY OF TERMS & CONDITIONS
CLAUSE – 43: DEFECT LIABILITY PERIOD

CLAUSE - 1: DEFINITIONS

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

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

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

CLAUSE – 2: INTERPRETATIONS

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

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

CLAUSE – 3: SECURITY DEPOSIT

3.1 PERFORMANCE GURANTEE

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

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

3.2 SECURITY DEPOSIT

- 3.2.1 The successful bidder EMD will be converted in to security deposit (SD) and the successful bidder has to remit balance amount of Security Deposit Balance Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in the form of Demand Draft. Bank guarantee will not be accepted as security deposit.
- 3.3 The total performance guarantee/security deposit shall remain with IWAI till defect liability period after satisfactory completion of work.
- 3.4 Interest will not be paid on security deposit or performance guarantee.
- 3.5 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the IWAI, OR
 - ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.
- 3.6 No claim shall lie against the IWAI either in respect of interest or any depreciation in value of any security.
- 3.7 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of survey personnel and equipment throughout the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in any way with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 3.8 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the IWAI may have incurred and other money including all losses and damages which the IWAI is entitled to recover from the Contractor.
- 3.9 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold

payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

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

CLAUSE – 4: REFUND OF SECURITY DEPOSIT

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

CLAUSE – 5: SUFFICIENCY OF TENDER

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

CLAUSE – 6: CONTRACT DOCUMENTS

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.

- 6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.
- 6.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the IWAI.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

CLAUSE – 7: DISCREPANCIES AND ADJUSTMENT OF ERRORS

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

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

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

CLAUSE – 9: ASSIGNMENT AND SUB-LETTING

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be subject, to name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the IWAI for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate works shall not be construed as sub-letting.

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

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

Clause – 11: CHANGE IN CONSTITUTION

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

CLAUSE – 12: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.

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

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

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

CLAUSE – 13: SETTING OUT THE WORKS

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

CLAUSE – 14: DEVIATIONS

- 14.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.
- 14.2 Such items of work, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.
- 14.3 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:
- 14.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

CLAUSE - 15: CONTRACTORS SUPERVISION

- 15.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, an Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge, directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.
- 15.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

CLAUSE - 16: INSTRUCTION AND NOTICE

- 16.1 Except as otherwise provided in this contract, all notices to be given on behalf of the IWAI and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-Charge.

- 16.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 16.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 16.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a work site order book maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE – 17: PATENT RIGHTS

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

CLAUSE – 18: EQUIPMENT

- 18.1 The contractor shall at his own expenses provide / arrange all equipment required for the bonafide use on work under the contract.

- 18.2 All equipment to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his cost, of the equipment as may be specified by the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same.

CLAUSE - 19: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 20: LABOUR

- 20.1 (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 & IWAI 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 IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the IWAI 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 IWAI shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the IWAI on account of such termination without prejudice to the IWAI's right to proceed against such officer.
- 20.2 The contractor shall furnish and deliver monthly 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 of every month for the period of preceding month 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.

- 20.3 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.
- 20.4 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.
- 20.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:
- i) Payment of wages Act.1936 (Amended)
 - ii) Minimum wages Act. 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) Maternity Benefit Act. 1961 (Amended)
 - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - viii) The Industrial Disputes Act. 1947 (Amended)
 - ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- 20.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. The contractor agrees to indemnify and hold the owner harmless from any liability or penalty which may be imposed by any central or state Authority and also of any claims, suits or proceedings that may be brought against the Authority arising under, growing out of or by reasons of work proved by this contract whether brought by employees of the Contractor, by third parties or by Central or State Authority or any political sub division thereof. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

- 20.7 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.
- 20.8 The Contractor shall indemnify the IWAI against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-20.5 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-20.5 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 20.5 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 20.5 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.
- 20.9 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 submit ting 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 20.5 above , the Contractor shall without prejudice to any other liability pay to the IWAI 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.
- 20.10 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 IWAI 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.
- 20.11 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.

20.12 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 20.5 above shall make the contractor liable to pay to the IWAI 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 20.5 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 IWAI 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 IWAI towards fulfillment of the said decree, award or orders.

20.13 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.

20.14 ALCOHOLIC LIQUOR OR DRUGS

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

20.15 ARMS AND AMMUNITION

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

20.16 REMOVAL OF CONTRACTOR'S MEN

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

Charge. Any person so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

CLAUSE – 21: FORCE MAJEURE

- 21.1 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, hostilities, 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.
- 21.2 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 IWAI nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 21.3 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 - 22: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 22.1 If the contractor or his labour or sub-contractor, injure, destroy or damage, IWAI, State or any public property 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 the same good at his cost.
- 22.2 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 chart/report 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 equipment/articles so specified and provide other proper and suitable equipment at his expense.

- 22.3 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the IWAI 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 – 23: CONTRACTOR'S LIABILITY AND INSURANCE

- 23.1 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 IWAI'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.
- 23.2 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 - 23.2 (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. The cost of such re-execution of the works, removal of damaged works and carrying of IWAI'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.
- 23.3 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 23.4 Before commencing of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure all survey personnel and equipment which are to be deployed for this work, against any type of accident.

CLAUSE – 24: SUSPENSION OF WORKS

- 24.1 The contractor shall on the order of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-

Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge.

CLAUSE – 25: 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 IWAI 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 – 26: 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 IWAI 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 IWAI 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– 27: TERMINATION OF CONTRACT IN FULL OR IN PART

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

- (i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- (iii) fails to commence, carry and execute the work to the satisfaction of the EIC, or
- (iv) Abandon the work, or

- (v) Substantially suspend the work or the works for a minimum period of 30 days without any authority/ prior permission of EIC, or
- (vi) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with equipment not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

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

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

27.2 Corrupt Practice

The Contractor shall not offer or to give to any person in the employment of the IWAI 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.

- 27.3 If the expenses incurred or to be incurred by the IWAI 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 IWAI. 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.

27.4 IWAI also reserves its right to determine/ terminate the contract on following basis:

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

CLAUSE - 28: COMPLETION TIME AND EXTENSIONS

28.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

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

- i) Increase in the quantity of work to be done under the contract as per clause 14, or
- ii) Suspension of work as per clause 24 ; or
- iii) "Force Majeure" as per clause 21; or
- iv) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

28.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

CLAUSE – 29: COMPENSATION FOR DELAY

- 29.1 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. 30.

CLAUSE – 30: LIQUIDATED DAMAGES

- 30.1 If the contractor fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of $\frac{1}{2}$ % (half percent) per week or part of the week on the total value of the contract subject to a maximum of 10% of the total value of the contract.
- 30.2 Should however, the contractor achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the IWAI will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.
- 30.3 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 IWAI
- 30.4 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.
- 30.5 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 – 31: INSPECTION AND APPROVAL

- 31.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge or his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.
- 31.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure of the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

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

CLAUSE – 32: COMPLETION CERTIFICATE

- 32.1 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.
- 32.2 No certificate of completion shall be issued as stipulated above and no work be considered to be completed unless the contractor completed all the works as per satisfaction of the Engineer- in-Charge.

CLAUSE - 33: MEASUREMENTS

- 33.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 33.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.
- 33.3 Submission of complete data (raw, edited, sorted, charts, field data) shall be submitted by the Contractor in time or as directed by the E-i-C.
- 33.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.
- 33.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, those taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.

- 33.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 33.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in- Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

CLAUSE – 34: PAYMENT ON ACCOUNT

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

i) On submission of preliminary charts & survey report after completion of 25% field works	15%
ii) On submission of preliminary charts & survey report after completion of 50% field works	15%
iii) On submission of preliminary charts & survey report after completion of 75% field works	15%
iv) On submission of preliminary charts & survey report after completion of 100% field works	15%
v) On submission of Draft Report	10%
vi) On submission of Final Report	20%
vii) On Acceptance of Final Report	10%

As estimated cost of work is less than one crore and as per CVC guidelines, no mobilization advance is allowed for works less than one crore.

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

CLAUSE – 35: TAXES, DUTIES AND LEVIES ETC.

- 35.1 The prices quoted shall mention all the taxes, levies, cess, octroi, excise, service tax or any other local or central taxes as applicable/ charged by Center or State Government on all works, including POL (and increase if any, on these during the currency of the contract)

that the contractor has to purchase for the performance of the contract, shall be payable by the contractor and the IWAI will not entertain any claim for compensation whatsoever in this regard.

CLAUSE- 36: TAX DEDUCTION AT SOURCE

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

CLAUSE – 37: PAYMENT OF FINAL BILL

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

CLAUSE - 38: OVER PAYMENTS AND UNDER PAYMENTS

- 38.1 Whenever any claim whatsoever for the payments of a sum of money to the IWAI arises out of or under this contract against the contractor, the same may be deducted by the IWAI from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the IWAI or from any other sum whatsoever due to the contractor from the IWAI or from the IWAI or from his security deposit, or he shall pay the claim on demand.
- 38.2 The IWAI reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The IWAI 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 41 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 38.3 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 IWAI 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 IWAI.
- 38.4 Provided that the aforesaid right of the IWAI to adjust over-payment against amount due to the contractor under any other contract with the IWAI 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.
- 38.5 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 IWAI against any claim of the IWAI 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 IWAI or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or IWAI will be kept withheld or retained as such by the Engineer-in-Charge or IWAI or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE - 39: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

- 39.1 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.
- 39.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

CLAUSE – 40: 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 IWAI 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 – 41: ARBITRATION

- 41.1 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 IWAI 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.

- 41.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Engineer-in-Charge shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 41.3 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.
- 41.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 41.5 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.
- 41.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 41.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the IWAI shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 41.8 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.
- 41.9 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be NOIDA/ New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

CLAUSE – 42: VALIDITY OF TERMS & CONDITIONS

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

CLAUSE – 43: DEFECT LIABILITY PERIOD

- 43.1 Defect Liability period will be till clearance of final bill after recovering all losses, damages etc.

6.0 TECHNICAL & SPECIAL CONDITIONS

Technical Conditions:

1. OBJECTIVE:

The objective of the contract is to conduct **detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)**, for assessment of river training works and further development cost for eco-friendly navigation.

2. Terms of Reference (ToR) for undertaking detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4).

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

The detailed hydrographic survey is to be carried out by using Automated Hydrographic Survey System (using digital Echo sounder for depth measurement, DGPS Beacons Receivers for position fixing and Hypackmax or equivalent software for data logging). The survey is to be conducted in WGS'84 datum.

The horizontal control is to be made from either one of the following methods:-

- i. Transfer of positions from GTS Bench Marks or position established at bridges, barrages, Railway Stations etc.
- ii. Using RTK GPS with minimum 24 hours observations at some permanent platform/base.
- iii. DGPS receiving direct Satellite corrections or receiving DGPS corrections from Beacons.
- iv. IWAI is already having permanent Bench Mark Pillar at 4.85 kms from Krishnapatnam and that can further be used for fixing of positions.

The vertical control is to be established with respect to the chart datum / sounding datum from the following methods:-

- i. Chart datum/ sounding datum already established by Port Authorities, Central Water Commission/ State Irrigation Department and at their gauge stations along the river/canal.
- ii. Standard method shall be adopted for transfer of datum in rivers/canals. For tidal reaches standard transfer of datum as per Admiralty Manual shall be adopted.
- iii. IWAI is already having permanent Bench Mark Pillars at 4.85 kms from Krishnapatnam and that can further be used for fixing of datums.

Other Terms of Reference for the survey work shall be as given below: -

BENCH MARK PILLARS

- a. Construct Bench Mark Pillars of dimension 0.3mx0.3mx1.5m (0.6m above GL) RCC pillar with 6mm thick 50mm dia GI pipe inserted (as per construction drawing of Survey Pillar in the tender document), at every 10km interval. Detailed description of the bench mark along with its position and value to be given in the report for future recovery.

WATER LEVEL GAUGES

- b. Water level gauges are to be erected at following locations:-
 - i. at every 10 km interval along the canal

- ii. Near Sea Mouth
 - iii. At confluence of connecting rivers / canals and Commamur/Buckingham Canal
- Readings are to be taken at 1 hr interval for 12 hours (6 AM to 6 PM) or for the entire period of survey. The gauges are to be connected to a nearest Bench Mark by leveling and its datum value shall be established w.r.to MSL&CD. Water level gauges are to be installed temporarily during the survey period.
- c. At least 2 gauges (one U/s and one D/s at 10 Km apart) shall be read simultaneously and soundings to be carried out within the gauge stations. Soundings are to be reduced for datum of a gauge for 5km length of the canal/river on both side of a gauge.

BATHYMETRIC AND TOPOGRAPHICAL SURVEY

- d. Bathymetric and Topographical survey in Commamur/Buckingham Canal is to be conducted for 100m wide corridor, to assess the extent of land acquisition required for 100m wide corridor (100m wide corridor includes width of the canal). Permanent structures located within this corridor are also required to be indicated on the report & charts.
- e. Cross-section sounding lines are to be run from bank to bank at 50m interval to identify the navigable channel.
- f. Continuous soundings are to be taken by running the sounding boat at constant speed on the cross-section so as to get smooth contours. Intermediate line is to be run at bends, if the line spacing is more than specified above.
- g. If bathymetry cross-sectional is limited up to 60 mts width, then Contractor has to cover 100m corridor including spot levels in 50m line spacing x 20m length (50m x 20m grid) on both banks.
- h. If bathymetry cross-sectional is limited up to 20 mts width, then Contractor has to run three (03) nos. longitudinal lines. One in centre and one each at equal interval (near the edges of water).
- i. If bathymetry cross-sectional is limited up to 10 mts width, then Contractor has to run one (01) no. longitudinal line at centre only. No payment will be made for running longitudinal lines other than above.
- j. Surveys in non-approachable areas are to be informed by the Contractor and joint inspection (Contractor's representative & Engineer-In-Charge or his representative) will be held to confirm the non-approachable areas.
- k. ***The survey area consists of canal sections, rivers, sea openings of different dimensions. Hence, a standard width cannot be specified. Bidder has to inspect the area to be surveyed and satisfy themselves with respect to site conditions before submission of bid. Line km in the BOQ caters both bathymetric & spot levels. However, variation in quantity is $\pm 20\%$.***
- l. The soundings are to be reduced to the chart datum/ sounding datum established at every gauge stations.
- m. For cross-sectional bathymetric survey more than 60m in canals, rivers, water reservoirs, lakes, sea opening etc.), spot levels at 50m line spacing x 20m length grid, on both banks should be taken. If Island or sandchur exist in the middle of the canal / rivers, spot levels on the same spacing should also be taken and indicated in the charts along the same cross-section line.
- n. Spot levels at 50m x 20m grid are to be taken on both banks of the canals beyond water line for 100 m corridor (100m corridor includes canal width, where canal width is less than 100m). Spot levels at 50m x 20m grid are to also be taken on both banks for wider portions like sea opening, rivers etc (where width is more than 100m).

CURRENT VELOCITY AND DISCHARGE MEASUREMENT

- o. The current velocity and discharge at every 10 km interval shall be observed once in a day during the survey period.
- p. Current meter measurement should be taken at depth surface, 0.5d, 0.3d and d (d-measured depth of water) & values indicated in the report along with position.
- q. Measurements at different depths may be taken by single equipment over three different time spans.
- r. Measurement of current velocity at different depth is to be measured for at least 15 minutes or as per listed calibration period of the equipment under use for this project.
- s. Current velocity and discharge can also be measured with the help of ADCP during survey, at every 10km interval.

WATER AND BOTTOM SAMPLES

- s. Water and bottom samples are to be collected from the deepest route at every 10 km interval and are to be tested and the results/characteristics of the soil and the water are to be incorporated in the report. Soil sample can be collected by a grab and water sample at depth surface, 0.5d, 0.3d & d (d-measured depth of water) by any approved systems. The following tests are to be carried out for Bottom samples:-
 - i) Grain size distribution
 - ii) Specific gravity,
 - iii) PH value
 - iv) Cu, Cc
 - v) Clay silt%and Sediment concentration for Water Samples.

SURVEY CHART AND REPORT PREPARATION

- t. The survey chart is to be prepared on a scale of 1:1,000.
- u. Contours of 0m, 1m, 1.8m, 3 m, 5m and 10 m are to be indicated on the charts.
- v. Reduced spot levels w.r.to MSL to be indicted on the charts. Spot level values are to be given w.r.t. Mean Sea Level (MSL) & Soundings w.r.t. Chart Datum / Sounding Datum. A separate file (xyz) (soft copy only) is also to be created for spot levels w.r.t. Chart Datum / Sounding Datum for dredging calculation purpose.
- w. On completion of the cross-sections, dredge channel is to be identified/ established by linking deepest soundings on the cross-sections. Dredging quantity is to be estimated for developing a navigational channel of dimension of 32m x 1.8m for North Buckingham Canal and 14m x 1.6m for Commamur Canal, with side slope of 1:2, w.r.t. chart datum/sounding datum.
- x. Dredging quantity is to be indicated in the report for per km length of the canal/river.
- y. Minimum & maximum reduced depth and length of shoal for per km length of the canal/river is also to be indicated in the report.
- z. Current meter measurement values shall be indicated in the report along with position.
- aa. The results/characteristics of the soil and the water are to be incorporated in the report.
- bb. Photographs of the prominent features are to be taken and included in the report along with its position.
- cc. Shallow patches /shoal and submerged sand-chur having less than 1.0 m depth, rocky outcrops, rapids and other navigational impediments are to be indicated on the charts.
- dd. Permanent structures located within this corridor are also required to be indicated.
- ee. All prominent shore features (locks, bridges, aqueducts, survey pillars if available etc) and other conspicuous objects are to be fixed and indicated on the chart and included in the report.
- ff. Identify cross structures which are obstructing navigation.
- gg. Details (horizontal and vertical clearances above High Flood Level in non-tidal area and High Tide Level in tidal area) of bridges, aqueducts, electric lines, telephone lines, pipe

lines, cables enroute are to be collected and indicated on the chart and also included in the report along with their co-ordinates and location.

- hh. A brief write up on condition of the locks (if available) are also to be included in the report.
- ii. Details of water intake/ structures are to be collected and shown on the charts and include in the report.
- jj. Availability of berthing place, existing jetty, ferry ghats, approach roads etc. are to be indicated on the charts and include in the report.
- kk. Conditions of the banks, whether protected or unprotected shall be indicated on the chart and include in the report. Estimate the length of bank protection required.
- ll. The chart shall also be suitably updated with prominent land features from the Toposheets/site.

DATA SUBMISSION

- mm. All raw data and processed data of Automatic Hydrographic Survey System are required to be submitted along with bills and reports.
- nn. All surveyed field data including leveling data (csv file)
- oo. All position data of ground features, waterway structures are to be submitted in both hard copies and soft copies.
- pp. Two copies of the draft survey chart and report (hard & soft copies both) shall be submitted within 45 days period of completion of field survey work.
- qq. Five copies of the final survey charts & reports (hard & soft copies both) shall be submitted within 30 days period after communicated modification/comments on draft report / charts, by IWAI.
- rr. The soundings are to be reduced to the chart datum/ sounding datum established at every gauge stations. **However, soft copy of the PROJECT data (RAW, EDIT, SORT, TIDE and Contours) are to be submitted with un-reduced and reduced soundings. Further, out of two sets of draft survey charts and five sets of final survey charts (both soft & hard copy), one set is to be submitted with un-reduced soundings.**

3. Survey equipment :

Contractor to mobilise the required survey vessels / boat and equipment at survey site, required for carrying out bathymetric survey as per **TECHNICAL & SPECIAL CONDITIONS**, such as:

- i. Suitable survey VESSEL / boat with minimum draft.
- ii. The Digital echo sounders with necessary spares and consumables.
- iii. Survey instruments such as DGPS receiver (any company DGPS with submetre accuracy), Computer compatible & loaded with suitable Hydrographic Survey Software like HYPACK MAX or equivalent Software, Plotters, Total Stations (1mm accuracy) and levels for establishing proper ground control. The Automatic Hydrographic survey system should have on-line & off-line processing/recording facilities.
- iv. Suitable current meters for current observations
- v. Qualified team of surveyors and other supporting staff. Land Survey team: Minimum qualification - ITI (survey) / Diploma in Civil / SR-II (Survey Recorder Grade-II, Indian Navy). Bathymetric Survey: Minimum qualification - Diploma in Civil with 3 years Hydrographic survey experience or SR-II.

4. SPECIFICATIONS

4.1. Vessels / Boat

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

4.2. Echo Sounder

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

4.3. Position Fixing

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

4.4. Shore Survey Equipment

Land survey party should be equipped with land survey equipment like theodolite, Auto levels, Total Station with required accuracy standard for Horizontal and Vertical Control.

4.5. Current Meter

Contractor may use either Acoustic based (ADCP) or Impeller based Current Meter.

Calibration certificate - From any certified agency like CWPRS, Pune or OEM test certificate would suffice.

4.6. Computer and Hydrography Survey Software

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

Contractor may use Hydaspro / HypackMax or equivalent software. However, data is to be submitted to IWAI in HypackMax format (RAW data, Edit data, Sort data, Planned lines, etc.). Drawings are to be submitted in DWG format of AutoCAD.

5. TIME SCHEDULE

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

- i) Zero date of this project will be taken as date of issue of work order.
- ii) The contractor should complete mobilization of equipment and manpower complete within 15 days from zero date.
- iii) The actual river survey work should commence within 20 days from zero date.
- iv) The actual survey work should be completed within 90 days (ninety days) after commencement of work for Schedule 'A' and within 120 days (One hundred twenty days) after commencement of work for Schedule 'B'.
- v) Two copies of the draft survey chart and report (hard & soft copies both) shall be submitted within 45 days period of completion of field survey work.
- vi) Five copies of the final survey charts & reports (hard & soft copies both) shall be submitted within 30 days period after communicated modification/comments on draft report / charts, by IWAI.

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

6. PROGRESS OF WORKS

Progress report is required to be submitted before 5th calendar day of every month clearly indicating the following;-

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

7. FINAL REPORTS

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

8.0 SPECIAL CONDITIONS

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

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

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

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

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

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

8.7 No forms regarding sales tax, trade tax or any other exemption, etc. will be supplied by IWAI. However, department would assist to the contractor for arranging these documents at contractors

cost by writing to the concerned authorities only. Supply or arrangement of these forms, if required, shall be responsibility of the contractor.

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

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

9.0 PAYMENT

a) Payment will be made as per the stages mentioned at Clause 34.1 of General conditions of contract.

b) CERTIFICATE OF BILLS

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

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

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

c) PAYMENT OF FINAL BILL

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

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

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

10.0 OTHER CONDITIONS

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

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

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

7.0 TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

8.0 Procedure to be adopted for Horizontal and Vertical control

SUB: Detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)

CONTROL	PROCEDURE
1. <u>Horizontal control</u>	
2. <u>Vertical control</u>	

(Signature of Bidder)

9.0 Details of equipment proposed to be deployed

SUB: Detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)

SL#	<u>Details of equipment</u>

(Signature of Bidder)

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

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

**NAME OF THE PROJECT: Detailed Hydrographic Survey in Commamur Canal (113 kms)
from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from
Peddaganjam to Krishnapatnam (NW-4)**

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW.

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

Bank Account Number : _____

RTGS/NEFT/IFSC Code : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH OF THE BANK : _____

BRANCH CODE : _____

ACCOUNT TYPE (SAVING/CURRENT/OTHERS): _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory

Date:

BANK CERTIFICATION

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

Date

Authorized Signatory

Authorization No. _____

Name: _____

Official Seal/Stamp



**DETAILED HYDROGRAPHIC SURVEY IN
COMMAMUR CANAL (113 KMS) FROM VIJAYAWADA
TO PEDDAGANJAM AND IN NORTH BUCKINGHAM
CANAL (160 KMS) FROM PEDDAGANJAM TO
KRISHNAPATNAM (NW-4)**

PART – II

11.0 PRICE BID

SCHEDULE OF QUANTITIES (BOQ1) to be filled and submitted online & offline both**SCHEDULE#A: “Detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam (NW-4)”**

Tender Inviting Authority : Inland Waterways Authority of India, Noida (UP)						
Nature of Work: Detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam (NW-4)						
Contract No: IWAI/HY/NW-4/CCBC/2014/1						
Bidder Name :						
<u>SCHEDULE OF WORKS</u> (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Figures	Words	
1.00	To carry out detailed hydrographic survey including current meter observations, discharge measurement, water level observation, water sample collection & testing. Mobilisation of survey units, equipment and hiring and running charges of boats, insurance of personnel and equipment. Preparation of charts & reports etc. complete in all respect as per TOR in Commamur Canal (113 kms) from Vijayawada to Peddaganjam (NW-4)	536.00	line km		Rupees only	0.00
2.10	Service Tax	536.00	line km		Rupees only	0.00
Total in Figures						0.00
Total in Words						Rupees only

(SIGNATURE OF BIDDER)

DATE :

NAME & DESIGNATION: .

NAME OF FIRM & SEAL.....

SCHEDULE OF QUANTITIES (BOQ2) to be filled and submitted online & offline both

SCHEDULE#B: “Detailed Hydrographic Survey in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)”

Tender Inviting Authority : Inland Waterways Authority of India, Noida (UP)						
Nature of Work: Detailed Hydrographic Survey in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)						
Contract No: IWAI/HY/NW-4/CCBC/2014/2						
Bidder Name :						
<u>SCHEDULE OF WORKS</u> (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Figures	Words	
1.00	To carry out detailed hydrographic survey including current meter observations, discharge measurement, water level observation, water sample collection & testing. Mobilisation of survey units, equipment and hiring and running charges of boats, insurance of personnel and equipment. Preparation of charts & reports etc. complete in all respect as per TOR in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)	1046.00	line km		Rupees only	0.00
2.10	Service Tax	1046.00	line km		Rupees only	0.00
Total in Figures						0.00
Total in Words						Rupees only

(SIGNATURE OF BIDDER)

DATE :

NAME & DESIGNATION: .

NAME OF FIRM & SEAL.....

12.0
AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works

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

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

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

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

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

The contractor hereby covenants with the IWAI to complete and maintain the “Works” in

conformity in all respect, with the provisions of the agreement.

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

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

For and on behalf of

(Inland Waterways Authority of India)

For and on behalf of

Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____ 1)

Signature _____

2) Name & Designation _____ 2)

Name & Designation _____

**BANK GUARANTEE PROFORMA FOR FURNISHING
PERFORMANCE GUARANTEE**

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

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

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) 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 discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is served in writing on the bank but before the expiry of the said period of years in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period ofyears.

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.....20... for..... (indicate the name of Bank)

Signature.....

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

Code No.....

Name of the Bank and Branch.

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

APPENDIX-I (A): Power of Attorney for Lead Member of Consortium

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

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Proposals from interested parties for the “**detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)**” and

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its proposal for the Project, including but not limited to signing and submission of all, proposal and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the **detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)**.

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2014

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

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

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

Witnesses:

- 1.
- 2.

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

Notes:

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

APPENDIX-I (B): Financial Capacity of the Bidder

(of Single Entity Bidder/ Members of Consortium)

(In Rs. crore)

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

TURNOVER:

Financial Year	Annual Turnover (in Rs. Crores)
2010-11	
2011-12	
2012-13	

Signature _____
Name _____
Designation _____
Company _____
Date _____

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

The Bidder should provide details of its own Financial Capability or of an Associate under clause 5.1 (f). If Financial Capacity of an Associate is submitted, a Certificate from Statutory Auditors as per format provided in Appendix-I (E) shall be provided.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3(three) financial years preceding the Proposal Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) Be audited by a statutory auditor;
 - (c) Be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 5.1 (e) of the tender document.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. **The Bidder shall provide an Auditor's Certificate specifying the net worth/turnover of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 5.1 (h) of the tender document.**

APPENDIX-I (C): Statement of Legal Capacity

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

Ref. Date:

To,
Hydrographic Chief
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

APPENDIX-I (D): Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

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

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Proposals (the “**Proposals**”) by its Request for Proposal dated (The “**tender Document**” for “**Detailed Hydrographic Survey in Commamur Canal (113 kms) from Vijayawada to Peddaganjam and in North Buckingham Canal (160 kms) from Peddaganjam to Krishnapatnam (NW-4)**” (the “**Project(s)**”) through public private partnership.
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the **Detailed Hydrographic Survey in NW-4** Contract when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the **Detailed Hydrographic Survey in NW-4** Contract._____
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the Consortium’s Special Purpose Company.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the **Detailed Hydrographic Survey in NW-4** Contract, till such time as prescribed in accordance with the **Detailed Hydrographic Survey in NW-4** Contract.

6. Shareholding

- 6.1 The Lead Member of such Preferred Bidder consortium shall at all time during the License Period hold equity equivalent to at least 51% of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the Hydrographic Survey Contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold at least 26% equity in the subscribed and paid up capital Hydrographic Survey Contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Hydrographic Survey Contractor.
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the **Detailed Hydrographic Survey in NW-4** Contract.

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the **Detailed Hydrographic Survey in NW-4** Contract is achieved under and in accordance with the **Detailed Hydrographic Survey in NW-4** Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Proposal Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

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

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) _____

2) _____

Notes:

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

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

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

Certificate of Statutory Auditor (in case of Operator)

Based on the authenticated record of the company, this is to certify that the (Name of the Bidder /Member/Associate) was responsible for operation and management of eligible projects as per clause 5.0 of the tender and as per the details provided above during the last five financial years preceding the Bid Due Date

Name of the audit firm:

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

Date:

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

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

Name of the audit firm:

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

Date:

Notes:

- Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 5.0 of the tender. Information provided in this section is intended to serve as a back-up for information provided in the Proposal. Bidders should also refer to the Instructions below
- Experience for any Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- Certificate from the Bidder's statutory auditor (in case of owner/operator) must be furnished as per formats above for Eligible Projects. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/Member/Associate may provide the requisite certification.
- Appropriate documentary proof (in case of operator /contract) like certificate from respective clients , work orders, completion certificate shall be submitted in this regard substantiating the claims of the bidder under Technical Capacity
- Certificate of Incorporation of Project Company along with certified copies of the audited financial results for last three financial years preceding the Proposal Due Date in case experience is claimed as an Owner and/or operator
- In case of operator only, duly notarized Certificate of Incorporation of the owner company (client)
- Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 5.0.
- # A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 5.0, shall be provided.

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 5.0, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate ^{\$}

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder/Consortium Member/ Associate) is held, directly or indirectly [£], by (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 5.0 of the tender.

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

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

Name of the audit firm:

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

Date:

Notes:

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

