



TENDER

FOR

Manning, Operation & Maintenance (on O&M Contract basis) of
Survey Vessels of NW-1 (River Ganga)

TENDER No. IWAI/MD/233/2015-16/P1

INLAND WATERWAYS AUTHORITY OF INDIA

February, 2018

DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this tender is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this TENDER.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to these Works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this TENDER document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this tender.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this tender does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the tender Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this tender document. Such revisions to the tender / amended tender will be made available on the website of IWAI.

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SECTION-I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

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

Tel (0120) 2522798/2474007: Fax (0120) 2544041

Email: kureel.vinod@gmail.com; vk.kureel@iwai.gov.in; vijaykumardialani@gmail.com;
vcddialani.iwai@nic.in

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

NOTICE INVITING E-TENDER

a) Introduction:

Inland Waterways Authority of India (IWAI) invites online Bids from experienced and resourceful fleet operators and manning contractors in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga)”

b) Critical Data sheet:

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> & IWAI's website “www.iwai.nic.in” and are advised to pay INR 5000 / - (Rupees Five Thousand only) as mentioned in Section - III, Clause - 8 of Data Sheet through RTGS. The cost of Tender Document is Non-Refundable.

Document Download Start Date	07.02.2018
Last Date for submission of queries	16.02.2018
Bid Submission Last Date	01.03.2018 till 1500 hrs
Bid Opening Date	02.03.2018 at 1500 hrs
Cost of Tender Document	INR 5,000/-

c) Scope of the work:

In brief, the Scope of Work for the appointed firm shall be to man, maintain & operate survey vessels as per direction of authorized officer of IWAI. The contractor will be responsible for general maintenance, survey and running repairs of the vessels. He is required to deploy the survey vessels for carrying out the desired functions. The contractor will also be responsible for carrying out timely repairs including major repairs and dry-dock repairs of the survey vessels. The detailed Terms of Reference (ToR)/scope of the work shall be as described in the Section-VI of this tender.

d) Method of Selection:

Bidder will be selected under Least Cost Selection (LCS) and procedures described in this tender.

e) Clarifications:

Clarification/Query if any on the tender may be addressed to the following:

Chief Engineer III

Inland Waterways Authority of India

A-13, Sector – 1,

Noida-201301

Tel (0120) 2474007: Fax (0120) 2544041

E-mail: kureel.vinod@gmail.com; vk.kureel@iwai.gov.in; vcdialani.iwai@nic.in

- f) IWAI reserves the right to accept or reject any or all Tenders without signing any reason and no correspondence shall be entertained in this regard.

Chief Engineer III
IWAI, Noida

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland water-way vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India's global trade competitiveness.

2. Introduction

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

3. Bidder Eligibility Criteria

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

- 3.1 Bidder may be a private or government firm that is a reputed and resourceful fleet operator, and manning contractor having experience in supply of the crew/manpower for manning of inland or sea going vessels/dredgers and their operation and

- maintenance. Bidders that are government owned entity in the employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the employer.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. Submitting completion certificate from the client on its letter head is mandatory.
- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5 Any entity which has been barred by the Central Government, any State Government, a Statutory Employer or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid submission, would not be eligible to submit the Bid. Moreover, if the Bidder has been terminated / barred by IWA during the currency of the contract for non-fulfilment of contractual obligations for the last 3 years from the date of Bid submission, would also not be eligible to submit the Bid.
- 3.6 The similar work experience of parent company / subsidiary / sister Company of the Bidder shall not be considered.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as per Form 4E.
- 3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

3.9 The Bidder shall also indicate following:

3.9.1 The Bidder shall have adequate resources and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Section - III: Data Sheet.

3.9.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre-bid Meeting

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorised signatory of his / her organisation permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4J, Section IV.

5. Clarifications and Addendums

5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.

5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the tender as a result of a clarification, it shall do so following the procedure mentioned hereunder:

- (i) At any time before the submission of Bids, the Employer may amend the tender by issuing an addendum / corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be uploaded on the website as well

as sent to all the Bidders and will be binding on them. The Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> & IWAI's website "www.iwai.nic.in". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification which is posted on the above website from time to time.

6. Preparation of Bids

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

Bidders shall adhere to the requirements mentioned below:

6.1 EMD

- 6.1.1 Bidders shall furnish EMD of the amounts as mentioned in Section III Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules.

EMD for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account:

i.) Name of Bank Account:	IWAI FUND
ii.) Bank Name and Address	Union Bank of India, Sector 15, Noida
iii.) Bank Account Number	513202050000007
iv.) IFSC	UBIN0551325

- 6.1.2 A part of earnest money is acceptable in the form of bank guarantee also. In such cases, 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited through RTGS and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids.

- 6.1.3 Bids submitted without EMD shall be rejected as non-responsive.
- 6.1.4 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- 6.1.5 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- 6.1.6 The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as Security Deposit and that given in the form of Bank Guarantee will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 6.1.7 Part of EMD acceptable in the form of Bank Guarantee shall be deposited as per attached Bank Guarantee format (Annexure VI).
- 6.1.8 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) If the Bidder tries to influence the evaluation process.
 - (iii) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Contractor)
 - (iv) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
 - (v) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work
 - (vi) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
 - (vii) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
 - (viii) In case the bidder fails to furnish the prescribed Performance Bank Guarantee within the prescribed period.
 - (ix) In case of forfeiture of earnest money is as prescribed in i and viii above, the tenderer shall not be allowed to participate in the retendering process of the work.

6.2 Tender Fee

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department of Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules are required to pay the cost of Tender Document as mentioned in Section-III, Clause - 8 of Data Sheet. The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency

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

The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized / Scheduled Bank in India in the name of the bidder.

6.4 Taxes

The Bidders shall fully familiarise themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

6.5 Currency

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

6.6 Language

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

translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 Bid Validity

The Section – III: Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff Proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A bidder can submit one bid only as a single entity. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

6.9 Bids by Joint venture / consortium are not allowed

7. Conflict of Interest

- 7.1 Employer requires that selected bidder (Contractor) provides professional, objective, and impartial services and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-
- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build assignment/job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build

assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment/job resulting from or directly related to the firms design and build assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than design and build assignment/job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.

- (b) **Conflicting assignment/ job:** A Contractor {including its Personnel and Sub-Contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
 - (c) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 7.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.
- 7.4 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the contractor himself or any of his employees or representatives are found to be persons / person who have held Class I post under IWAI immediately before

retirement and has within two years of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as contractor, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with this clause, IWAI shall be entitled to recover from him such damages as may be determined by the Engineer in Charge with due regard to the inconvenience caused to IWAI on account of such termination without prejudice to IWAI's right to proceed against such officer.

8. Acknowledgement by Bidder

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

- 8.1 Made a complete and careful examination of the Tender.
- 8.2 Received all relevant information requested from the Employer.
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.
- 8.4 Updated itself about any amendments / clarifications that have been posted on the website in terms of Clause 5.2 above.
- 8.5 Acknowledged that it does not have a Conflict of Interest; and
- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Contractors/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enrol Here" on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Contractors/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.

- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 9.7 Contractor/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 9.12 From the favourite's folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given

- in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure/see that the Bid documents submitted are free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.

- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of Bids

The Hard Copy of original instruments in respect of cost of Tender document, Earnest Money along with the complete Technical Bid document (except the Financial Bid), as enumerated below, must be delivered to the office of **Chief Engineer III** on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee & EMD, against the submitted Bid shall automatically become ineligible and shall not be considered. The cost of Tender Document shall be non-refundable. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must be delivered to the office of Chief Engineer III on or before Bid closing Date & Time.

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

10.1 Cover - I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex - VI
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving licence / Voter's ID etc.) of the authorised representative.
- e. Statement of Legal Capacity as per Form 4J
- f. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- g. Scanned copy of Form of Tender (Form 4A)
- h. Scanned copy of a signed declaration by the bidders (Form 4G)
- i. Bidders Information Form (Form 4H)
- j. Composition / Ownership / Shareholding pattern of the organization
- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- l. Registration / incorporation certificate of the company / Firm.
- m. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

10.1.2 Enclosure – II

- a. Scanned copy of the Annual Report / Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Income Tax Return (ITR) filed by the Bidder for the last three financial years
- e. Form 4C of Section IV for Average Annual Turnover
- f. Form 4L of Section IV for Bid Capacity

- g. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- h. Integrity agreement

10.1.3 Enclosure – III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for similar projects executed by the bidder in the last seven years. The submitted certificates shall comply with conditions laid in Clause 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form 4B of Section IV.
- c. Copies of work order / agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form - 4F of Section IV.
- d. General experience of the bidder to be submitted as per Form 4K
- e. Provide list of Litigation History.

10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
 - (i) The approach to the work and methodology to be adopted, and
 - (ii) Detailed work plan
- b. List of experts / key personnel (Form 4E of Section IV) in compliance of the statutory requirement of Inland Vessels Act, 1917 as well as other personnel required for carrying out all the contractual obligations.

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

10.2 Cover - II: Financial Bid

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

- (i) This will contain fixed price contract rate to be charged for completing the work.
- (ii) While working out the price, following points should be noted:

- (a) The Contractors will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel assigned to this project for visiting various offices, and other places for meetings, data collection, presentations, public consultation during field visit, secretarial staff, their salary, allowances, overhead expenditure etc.
- (b) All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

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

11. Extension of Bid submission date

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

12. Late Proposals

Proposals received by the Employer after the specified bid submission date or any extension thereof, pursuant to Clause 11, shall not be considered for evaluation and shall be summarily rejected.

13. Liability of the employer

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

14. Modification / Substitution / Withdrawal of Bids

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

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

15. Bid opening and evaluation process

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and / or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the tender, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.
- 15.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
 - 15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11.
 - 15.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
 - 15.4.3 It is received in the forms specified in Section IV (Technical Proposal) and in Section V (financial proposal);
 - 15.4.4 It does not contain any condition or qualification
- 15.5 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is

not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.

- 15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

16. Qualification Criteria and Bid evaluation

16.1 Qualification criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.3 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

16.1.1 Qualification criteria for works

The documentary evidence about the capability, experience in the relevant field and financial status shall be furnished along with the offer.

The Bidder should have successfully completed "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar works each costing not less than the amount equal to 20% of the estimated cost of this work, or
- b) 2 similar works each costing not less than the amount equal to 30% of the estimated cost of this work, or
- c) 1 similar work costing not less than the amount equal to 40% of the estimated cost of this work

Note: The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits.

For this purpose, the "Similar Works" means "supply of the crew/manpower for manning of Inland or sea going vessels/dredgers and their operation & maintenance"

16.1.2 Qualification criteria for Average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17

As mentioned in Section III Data sheet

16.1.3 Qualification criteria for Bid capacity

- 1) The Bidder shall submit the details asked for the Bid capacity as per the format prescribed in Form 4L of Section IV of the Tender Document;
- 2) The Bid Capacity of the Bidder must be equal to or more than the estimated cost of the work put to the Tender; and
- 3) In case the Bid capacity of the Bidder is less than the estimated cost of the work, his bid shall be cancelled and such Bidder shall not be considered for opening of Financial Bid even if he has been determined eligible in other criteria's set forth in the Tender Document;

16.2 Bid evaluation

16.2.1 The Bids shall be evaluated based on the qualification criteria mentioned in Clause 16.1 of ITB. In case a bidder fails to meet the above mentioned qualification criteria, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.

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

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

16.2.3 The estimated effect of the price adjustment provisions, if any, of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

16.2.4 The lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ of Section V.

16.2.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After

evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and / or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid.

- 16.2.6 If during the execution of the works, deviation / variation takes place to the extent of amount exceeding more than 20% of the accepted contract value, the Contractor at the written request of Engineer-In-Charge, shall promptly increase the value of the Performance Bank Guarantee by an amount as arrived at by the Engineer-In-Charge.

17. Award of Contract

- 17.1 The Employer shall issue a Letter of Award to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.
- 17.2 The Contractor will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Standard Form of Contract in Section VII, **within 15 days of issuance of the Letter of Award.**
- 17.3 The Contractor is expected to commence the Assignment / job on the date and at the location specified in Section III Data Sheet.

18. Ownership of Document and Copyright

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to Works, shall be and shall remain property of the Employer.

19. Mobilization of Men & Materials

- 19.1 Mobilization Site

The Contractor shall mobilize materials and manpower at site as specified in Clause 20 of Data Sheet.

19.2 Mobilization Time

The Contractor shall mobilize the desired equipment and manpower within the time frame as specified in Clause 21 of Data Sheet

SECTION - III: DATA SHEET

DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga)
3.	2.1	Method of Selection	LCS (Least Cost Selection)
4.	2.3	Date & time and address for submission of Bid	Date : 01.03.2018 Time : Latest by 1500Hrs (IST) Address : online submission Chief Engineer III, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida - 201301
5.	5.1	Last date for seeking clarifications	Date 16.02.2018 Email Id: kureel.vinod@gmail.com ; vk.kureel@iwai.gov.in ; vijaykumardialani@gmail.com ; vcddialani.iwai@nic.in
6.	6.1	EMD	INR 12.00 Lakhs
7.	6.2	Tender Fee	INR 5000/- Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account i) Name of Bank Account: IWAI Fund ii) Bank Name and Address: Syndicate Bank, Transport Bhawan, N. Delhi iii) Bank Account number: 90622150000086 iv) IFSC: SYNB0009062
8.	-	Estimated Cost	INR 6.00 Crores
9.	6.3	Bank Solvency	40% of the estimated cost of this work
10.	16.1.2	Annual Turnover	Minimum 100% of the estimated cost of this work
11.	6.7	Bid Validity	120 days from the last date of Bid Submission
12.	3.3	Similar Works	"supply of the crew/manpower for manning of Inland or sea going vessels/dredgers and their operation & maintenance "or supply of the

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
			crew/manpower for manning of Inland or sea going vessels/dredgers.
13.	6.9	JV/consortium allowed	No
14.	3.7	The estimated number of Key Personnel Required	As per Form 4E
15.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4D: Power of Attorney (for authorized representative of the bidder) FORM 4E: List of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidders Information Form FORM 4I: Format for pre-bid queries FORM 4J: Statement of Legal Capacity FORM 4K: General Experience FORM 4L: Bid Capacity
16.	15.3	Bid Opening date	Date : 02.03.2018 Time : 1500hrs
17.	10.3	Total duration assignment	Three years & extendable on yearly basis up to a maximum period of two years based on satisfactory performance.
18.	18.3	Location of Assignment	In stretch of Farakka to Patna
19.	19.1	Mobilization Site	In stretch of Farakka to Patna
20.	19.2	Mobilization Time	Will depend on handing over of the vessels to contractor
21.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
22.	-	Make in India	As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: FORM OF TENDER

To

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

Sub: Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels
of NW-1 (River Ganga)

Sir,

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

S. No.	RTGS / NEFT		Bank Guarantee		Total EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	
1					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for

forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.** Any such discovery by IWAI at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

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

(Name and address of firm)

M/s

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

FORM 4B: ELIGIBLE PROJECTS

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

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

“Similar Works¹” have been defined in Clause 16.1.1 of ITB

S. No.	Client Name ² , Name of work & location of project	Contract Value in INR	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Remarks
		Financial ³ value of similar work satisfactorily completed	Physical Qty. of similar work satisfactorily completed				

Firm's Name :

Authorized Signature :

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.

¹ Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

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

FORM 4C: AVERAGE ANNUAL TURNOVER OF BIDDER

Sl. No.	Financial Years	Average Annual Turnover of Bidder (INR) in Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
Average Annual Turnover		<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

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

FORM 4D: POWER OF ATTORNEY

(for authorized representative of the bidder)

(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms.son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga). The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

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

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

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

For ...

(Signature, Name, Designation and Address)

Witnesses:

1.....

2.

Accepted

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by 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 Apostille certificate.*

FORM 4E: LIST OF KEY PERSONNEL

Sr. No.	Position / Role	No.
1.	Master 2nd	03
2.	Driver 1st Class	03
3.	Greaser	03
4.	Lascar	03
5.	Cook	03

Notes:

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the Tender Document.
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior approval from Engineer-in-charge.

FORM 4F: LIST OF ONGOING ASSIGNMENTS

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work	Total Value of contract	Value of the work completed till last date of the previous month from the Bid Submission Date	Outstanding / Balance Value of the work till last date of the previous month from the Bid Submission Date	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

FORM 4G: DECLARATION BY THE BIDDERS

To,

Date:.....

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

Kind Attention: Chief Engineer III

Sub: Declaration by the Bidder.

Tender Reference No:

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	I/We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	<input type="checkbox"/>	I/We accept the payment terms as mentioned in the tender document.
4.	<input type="checkbox"/>	I/We provide our acceptance to all Tender Terms and Conditions.
5.	<input type="checkbox"/>	Acknowledgment by Bidder as per Clause 8 of ITB
6.	<input type="checkbox"/>	I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
7.	<input type="checkbox"/>	I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
8.	<input type="checkbox"/>	I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine

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

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

FORM 4H: BIDDERS INFORMATION FORM

Bidder name:

[insert full name]

Bidder's country of registration:

[indicate country of registration]

Bidder's year of constitution:

[indicate year of constitution]

Bidder's legal address in country of constitution:

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

Bidder's authorized representative information

Name: *[insert full name]*

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

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

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

1. Attached are copies of original documents of

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

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

Note:

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

FORM 4I: FORMAT FOR PRE BID QUERIES BY BIDDERS
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

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

FORM 4J: STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

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

Dear Sir,

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

We have agreed that (*insert individual's name*) will act as our representative 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 Authorised Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

FORM 4K: GENERAL EXPERIENCE

Each Bidder must fill in this form

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

FORM 4L: BID CAPACITY

Eligibility and Qualification Criteria	Compliance Requirements	Documentation submission requirements
Available Bid Capacity should be more than value of contract / contracts applied for		Form 4C & Form 4F

Bid Capacity= $[(A*N*2)-B]$, where

A= Maximum value of works executed in any one year during the last five years (updated to the current price level), in INR

B= Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited

N= No. of years prescribed for completion of works for which bids are invited (i.e. 2.0).

SECTION - V: FINANCIAL BID STANDARD FORMS

FORM FIN – 1: FINANCIAL BID SUBMISSION FORM

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

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

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

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

Yours sincerely,

Authorized Signature *[In Full and initials]:*

Name and Title of Signatory :

Name of Firm :

FORM FIN – 2: BILL OF QUANTITIES

Price breakup for three vessels National Waterway-1

i) SL Ghagra ii) SL Rihand iii) SL Punpun

A. Manning Charges

Sr. No.	Position / Role	No.	Bidders Price per person per month (INR)	Bidders Price per month (INR)	Bidders Price for 36 months (INR)
1.	Master 2nd	03			
2.	Driver 1st Class	03			
3.	Greaser	03			
4.	Lascar	03			
5.	Cook	03			
6.	Total				

B. Running charges for engine including all expenses

S. No	Name of vessel	Name of Engine	No of hours run in three years	Bidders price per hour per engine (INR)	No of engines	Total price for 3 engines for 3 years
1.0	<u>SL Ghagra,</u> <u>SL Rihand &</u> <u>SL Punpun</u>	Main Engine (P), 180HP	4800		03	
		Main Engine (S), 180HP	4800		03	
		Auxiliary Engine-I, 43 HP	4800		03	
		Auxiliary Engine-II, 14HP	7320		03	
Total Running charges for 3 years for 3 vessels						

C. Running repair & maintenance charge:

Sr. No.	Name of vessel	Bidders Price per vessel per month (INR)	Bidders Price for 3 vessels for 36 months (INR)
1.	<u>SL Ghagra, SL Rihand & SL Punpun (3 nos)</u>		

D. Consumable & Stores:

Sr. No.	Name of vessel	Bidders Price per vessel per month (INR)	Bidders Price for 3 vessels for 36 months (INR)
1.	<u>SL Ghagra, SL Rihand & SL Punpun (3 nos)</u>		

NOTES: 1. Breakup of quoted cost excluding GST to be provided.

2. During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines.

Authorized Signatory

Name :
Designation :
Name of Firm :
Address :

SECTION-VI: TERMS OF REFERENCE (ToR)

SCOPE OF WORK

1. Scope of Work

To man, maintain & operate survey vessels:

Survey vessels shall be used for survey and inspection in various stretches of National Waterway No. 1 for issuing river notices indicating the availability of LAD for safe navigation of vessels. In addition these vessels will also be used for carrying out detailed survey on shoals to ascertain the requirement of dredging/bandalling etc. or any other work assigned by IWAI.

The contractor has to man, maintain and operate the survey launches as per direction of authorized officer of IWAI. He will be responsible for general maintenance, survey and running repairs of vessels. The contractor is required to deploy the survey launches for carrying out the desired functions. The contractor will also be responsible for carrying out timely repairs including major repairs and dry docking repairs of the survey launches.

The details of survey launches to be deployed in different Directorate are indicated below. IWAI reserves the right to change any particular Survey Launch among Farakka-Patna of NW-1

Particulars	Technical Details
Dimension	25.00 m x 5.80 m x 2.80 m, draft 0.85 m
Speed	9 Knots
Main Engines	180 H.P. (2 nos.)
Aux. Eng.-I	43 H.P.
Aux. Eng.-II	14 H.P.
Year of built	2007/2008
Hull material	Steel
Registration	IWT Directorate, Govt. of West Bengal.

2. DURATION:

This contract is initially for a period of three years and on satisfactory performance extendable on yearly basis up to a total maximum period of two years. The contract will come into force on signing of the agreement. The period of three years will be from the date of handing over and taking over of the survey launches.

3. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

- 3.1 **MANNING** – The contractor has to ensure for operating the survey launches by qualified/trained, competency certificate holders, personnel with adequate experience in the relevant field for Masters, Drivers, as per the statutory requirement and Greasers, lascar and cook as per operational requirement of Inland Vessels Act, 1917 (1 of 1917) and nature of work. The qualification and experience required for each category of personnel are given in Annexure-I.

Operating Personnel: The survey launches are to be manned for operation with the crew and personnel as given in the bid schedules.

All the Crew particularly Master, Driver shall have valid certificates of competency issued by the Statutory Body, such as: State IWT Directorate, State Maritime Board and MMD as the case may be. The NINI trained Greasers, Lascars with adequate

experience of minimum five years from reputed operators are to be deployed. The selection of personnel should be made by giving preference to persons who have already worked with IWAI in various capacities, got training in NINI the institution run by IWAI as well as Ex-Serviceman having adequate experience in appropriate field. **Fresh candidates without any training and experience should not be supplied as they will not be acceptable to IWAI. The contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.**

When the vessel is berthed or moored the safety of the vessel is also to be ensured by the Crew.

The Crew member shall be in uniform while on duty. Food & other facilities as per labour and Marine Law for the Crew shall be arranged by the Contractor.

The contractual charges are inclusive of all the expenses connected to manning and other contractual obligations.

3.2 STATUS OF ENGAGEMENT:

The work of manning, operation & maintenance of survey vessels i.e. contract management of vessels is outsourced completely and no individual operating the vessel will have any claim for absorption in IWAI on a regular basis for having been engaged for a specific period. On completion of contract the vessel will be handed over to IWAI without any crew or encumbrance.

3.3 TRAINING TO GENERAL PURPOSE RATING OF NINI AS APPRENTICES:

The contractor is to provide required apprenticeship training to the General Purpose ratings passed out of NINI and posted on board the survey launches by IWAI. While the necessary stipend shall be paid and monitoring shall be made by NINI, the Contractor may ensure effective on-board training to the candidates under the guidance and supervision of NINI.

4. MINIMUM CONSOLIDATED EMOLUMENTS INCLUDING STATUTORY ALLOWANCES:

The tenderer has to ensure that the wages are as per minimum wages Act and as prevailing in the marine sector depending on their qualification, competency etc. All the statutory allowances such as PF, ESI, Bonus, and Group Insurance are to be provided to each staff as prevailing and accordingly tenderer has to ensure for opening their deposit with the concerned organization as per the procedure in this regard.

The tenderer while submitting the bid has to disclose the monthly minimum and consolidated wages as well as the statutory allowances that are to be paid to each category of personnel along with his percentage of profit and overhead and administrative expenditure. Once declared/disclosed same is to be maintained with the provision for showing the valid documentary evidence as and when demanded by E.I.C. Hence effort to be made for payments to the personnel through scheduled/commercial bank accounts having valid bank account number.

5. **GST:**

The tenderer while quoting for the rate based on the above, may quote the GST as applicable separately and the GST shall be paid as per existing rules and regulations.

6. **HANDING OVER OF VESSELS:**

6.1 **Handing Over & Taking Over Note:**

The Survey vessels will be formally handed over to the contractor on signing of the Agreement. The contractor shall be responsible for safety and working readiness of the vessels and their parts & fittings till such time when the vessels are handed back to IWAI. IWAI's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility. One detail handing over and taking over note of the vessels to be prepared and signed by the tenderer and EIC. The handing over and taking over note shall include the machinery details fitted on board, condition of hull, detail inventory including deck outfit, tools and spare parts. On expiry of the contract period or termination or otherwise, the vessels shall be returned to IWAI as per the handing over and taking over note except the consumables which have been consumed over the contract period. The condition of the hull and machinery are to be checked and ensured that no substantial damages have been sustained while returning the vessels to IWAI. In case substantial damage to the hull, machineries & disparity on the equipment, inventory etc. are observed, the compensation for the same to be deducted from the pending bill or security deposit.

Notwithstanding anything contained in the tender documents including this agreement, the contractor shall not remove the vessels from the site specified by IWAI without prior written approval of Authorized Officer of IWAI. All movements of vessels that the contractor processes to make shall be with the prior notice to and after obtaining prior written consent of IWAI.

Property in the vessels shall be handed over to the contractor by IWAI at the time when the possession of such vessels is given to the contractor and the same shall be returned while taking over of the vessels by IWAI.

Third party inspection to be done by firm appointed by IWAI along with IWAI and contractor's representatives before handing over the vessels.

6.2 **General Upkeep & Maintenance:**

General upkeep, maintenance of the vessels will be contractor's responsibility. This includes normal routine maintenance and cleanliness of the vessels, proper mooring and berthing, minor repair work so as to keep the vessel ready and fit for operation. The nature of repairs will be assessed as minor or major depending on the criteria fixed for that purpose EIC or his representative may inspect the vessel without any prior notice in this regard. Accordingly, the log book/ repair & maintenance of vessels etc. shall have to be maintained as per marine practice/ guide line and statutory requirement i.e.

- (1) **Maintenance of log book:-** The log book of vessels are to be in the name of owner i.e IWAI with the indication of the name of contractor.

- (2) Log book must have the details for each day with regard to opening balance of fuel/ lubricating oil/ grease etc. receiving of fuel/ lubricating oil/ grease etc., consumption of fuel/ lubricating oil/ grease etc. for individual engine/machineries, cumulative total consumption of fuel / lubricating oil/ grease etc. and closing balance of fuel/ lubricating oil/ grease etc.
- (3) Starting/ stopping hrs. of individual engine/machinery, total running hrs. of individual engine/ machinery . Break down hrs., idle hrs./ stand by hrs.
- (4) Opening and closing of the sounding for fuel/ lubricating oil.
- (5) Opening and closing of the sounding for ballast, fresh water etc. available on board,
- (6) Opening balance / consumption/closing balance of ballast / fresh water etc. on board.
- (7) Draft of vessels in the morning before start and after completion of operation.
- (8) Detail of sick/ leave/ absent of officers/ crews of vessels.
- (9) Weather condition.
- (10) Details of the major/ minor repair works as well as maintenance works carried out for each vessel also to be recorded in the log book on completion of each repair/ maintenance work.
- (11) Maintain of the history book of the repair & maintenance work during the period of the contract by contractor or IWAI.

Repair and maintenance of vessels must be attended as per marine practice/ guidelines/statutory requirement and maintenance schedule of the manufacturer of machineries, equipment etc. Separately, a maintenance schedule for the machineries of each vessel to be prepared and maintained and made available for inspection to EIC or his representative. One separate case history for each vessel on the repair & maintenance works as carried out must also be prepared and maintained from the date of taking over of the vessel.

The inventory list for all the deck & Engine items, spares, stores, accommodation including galley etc. to be prepared and maintained along with necessary updating at regular interval after necessary inspection and validation by the EIC or his representative.

The fuel and lub oil during the bunkering shall be tested from the approved test laboratory or from oil supplying companies with regard to quality, type, viscosity, density etc. and same to be attached with the running charges bill for payment.

7. **REPAIR & MAINTENANCE:**

All repairs including replacement of spare parts whose aggregate cost do not exceed Rs. 50,000/- per month per vessel shall be deemed as minor repairs. However where cost of a single item to be replaced exceed Rs.25,000/- then that shall not be

considered as a minor repair. The log book, or case history in this regard to be maintained and same shall be verified by EIC or his representative.

The cost of statutory dry docking and annual repair periodical repair will be reimbursed by IWAI provided such repairs are carried out with prior permission and sanction to the estimate from the authorized officer within duration of lay off approved by him.

8. **CONSUMABLES AND STORES:**

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, distilled water etc. will have to be provided by the contractor.

9. **FUEL AND LUBRICANTS:**

Fuel (HSD) and lubricants of standard quality for Main Engine, Auxiliary Engine, Generator Engine, Gear Box and Hydraulic Oil etc. shall be arranged to be taken/stored on board at regular intervals by the contractor. The replenishments shall be so arranged that it does not affect the normal operation of the vessels. Only the appropriate grade/quality of fuel and lubricants shall be used. All costs of fuel, lubricants and consumables are to be borne by the contractor. IWAI at its discretion may send the sample of POL for testing. All costs of POL, consumable and laboratory fees for POL testing are to be borne by the contractor. The log book and details of POL supplied, etc. are to be maintained for verification. One separate statement (preferably computerized) shall be submitted every month on the details of POL supplied, consumed, balance along with other details on repair and maintenance along with monthly R.A. bill.

The contractor shall purchase the fuel for the survey launches from the authorized dealers / retailers of the public sector oil companies i.e. IOC, BPCL, HPCL etc. Each supply shall be measured and supplied on the survey launch. The quantity supplied on each occasion shall be recorded on the log books maintained for each survey launch.

10. **PRICE VARIATION OF POL (Petroleum Oil Lubricants):**

The price variation on account of POL will be applicable as follows:

The amount payable for the running charges will be subjected to adjustment of variation of prices of High Speed Diesel (HSD) Oil only. The adjustment will be made according to the formula given below:

$$V = (P - P_o) \times R \times Q$$

P_o

Where,

V= Variation and price on account of diesel during the month under consideration.

P_o = Price of diesel at the project area at the time of opening of tender.

P= Price of diesel for the month under consideration.

Q= Diesel element factor in the unit rate and taken as 0.5.

R= Value or amount of the running charges for engines to be paid for actual hours run during that month and multiplied by the rates quoted (per hour per engine) by bidder.

11. **OPERATION:**

The vessels shall be under the operational control of Director, IWAI, Kolkata & Patna in NW-1 and contractor shall be bound to carry out all legal and feasible operation ordered by the concerned field Director of IWAI or his authorized officer.

The vessels may have to ply in the river and estuary at any time during day or night within the permissible plying limits.

The vessels shall be made ready for operation within 1 hour of receiving appropriate order from the authorized officer. The survey launches may be shifted from one Regional office to another in a waterway or from one waterway to another at the sole discretion of IWAI.

12. **OPERATIONAL MODE AND CHARGES:**

Normal operating Hours for the vessels shall be from 06.00 hrs. to 18.00 hrs. of the day. Normal operating 8 hours for the vessels shall be during 06.00 hrs to 18.00 hours of the days. In case the vessel is operating beyond 8 hrs on a working day maximum of two hours over time will be considered. In case the vessel is operated on holidays payment shall be payable as per actual hours. The rate of over time payable is as indicated below.

- (I) For all category on working days @ Rs. 15.85 per hours
- (II) For all category on holiday @ Rs. 21.15 hours and maximum 8 hrs. a day.
- (III) The total OTA is admissible for maximum 40 hrs. in a month.

The operational period for calculation of charges due to the contractor and other purposes will be counted as follows in three modes.

- A) **IN OPERATION MODE:** The vessels shall be deemed to be in operation from the point of time the main engines are started till such time the main engines are stopped.
- B) **ON STAND BY MODE:** The vessels shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready & fit for operation with sufficient Crew, fuel and stores on board whereby the officer can order the master to commence operation at 1 hour notice.
- C) **IDLE TIME:** When the contractor is unable to make available the vessel on 'standby' mode for at least twelve hours in a day then the vessel shall be deemed to be idle for that day.

13. **ACCRUE OF CHARGE:**

The charges shall accrue to the contractor at the rates quoted by him & accepted by IWAI in the following manner.

- A) **DAILY CHARGE:** This charge shall be paid for every day the vessel is on 'standby' mode described above.
- B) **HOURLY RATE:** The rate shall be paid over and above the daily rate for the period in which vessel is in 'operation' mode.
- C) For idle time liquidated damages will be applicable.

14. **CERTIFICATES, INSURANCE & SURVEY:**

The contractor shall be responsible for obtaining valid statutory or any other certificates i.e. annual survey certificate & Insurance in accordance to the I.V. Act of 1917 or similar Act as necessary for plying the vessel within the limits prescribed.

If for this the vessels are to be Surveyed/Inspected by the concerned authorities and repaired as recommended all the Survey expenses for this purpose shall be borne by the contractor. All necessary Survey certificates are available with IWAI and copy of which will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid, updated as and when required. Present validity of survey certificates will be handed over to the successful tenderer. EIC or his representative shall have the access for verification from time to time.

15. **INSURANCE:**

For the purpose of insurance the cost of the vessel is to be taken as indicated below:

The insurance has to be done by the contractor in the following manner.

- The vessel including hull and machinery.
- Comprehensive insurance, including wreck removal.
- Insurance for the Crew deployed by the Contractor.

The documentary proof of all the above three insurances will have to be submitted to IWAI by the Contractor prior to commencement of operation.

IWAI shall be the beneficiary of the first two policies (a) & (b) and shall reimburse the cost of yearly premium on production of original receipt/document and submission of the same by the contractor.

The third insurance i.e. for the Crew of the vessels shall be entirely the contractor's responsibility and the cost of the premium will have to be borne by the contractor. The cost is not to be quoted separately in the Price Bid.

16. **LAW OF THE LAND:**

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the Contractor at his own cost. IWAI shall be at liberty to deduct appropriate amount from the bills of the contractor in case the contractor fails to comply with the relevant rules, and regulations and the consequential damages which may have to be suffered by IWAI.

17. PAYMENT:

The contractor will be paid on monthly basis. He has to submit his bill/invoice for a month within 8th day of the next month along with the log book extract and bills of major repair if any duly certified by the authorized officer, the proof of the payment of emoluments as agreed from month to month basis. All the authentic and correct bills will be paid within 30 days from the date of submission. The billing shall be made by calculating the operation cost by taking the hourly rates and operating hours of the engines as entered in the log book and manning cost shall be based on rates quoted for each category of personnel present on board the vessel as per Attendance Register.

18. OWNERSHIP:

Handing over of the vessels for operation & maintenance does not imply any transfer of ownership. IWAI will remain the rightful owner of the vessels in all respects.

In case of any damage to any of IWAI's assets including the vessels due to improper handling/mishandling of the vessels by the contractor or his crew, then the same shall be repaired/renewed to pre-damage status by the contractor forthwith. In case such damages are not repaired/renewed by the contractor then concerned field Director or EIC shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.

19. ESCALATION OF EMOLUMENTS:

Escalation of emoluments shall be 5% per annum during the extension period of contract after completion of the initial three years.

20. ESCALATION ON REPAIR & MAINTENANCE IF ANY:

The repair and maintenance cost in case of major repairs will be reimbursed at actual. For minor repairs the 5% escalation per annum will be applicable during extension period of the contract after completion of the initial three years.

21. PAYMENT TERMS DURING MAJOR REPAIR AND DRY DOCKING:

As per the recommendation of the IWT Surveyor, the vessels are thoroughly checked for major repair under dry docking condition by another agency every 4 (four) years. Where the major repair and dry docking exceeds more than 14 days, the charges for only manning shall be paid @ 2/3 of the quoted offer (calculated on pro-rata basis) for the days under question starting from the first day but excluding the date of journey and date of return of the vessels. No payment will be made for maintenance cost during the period of dry docking and major repair, done by the other agency.

22. SPECIAL CONDITIONS

- 22.1 The contractor shall always keep the vessel ready in stand by condition ie ready for operation within 1 hour, for any operation by IWAI. The vessel should have sufficient quantity of fuel HSD, lub oil and other consumables for the next voyage or duties to be performed at the time of sailing of the vessel and be recorded on the engine log book of the vessel which have to be checked and got certified from the survey officer/technical officer of IWAI prior to undertaking the voyage. For bunkering and

other purposes the contractor shall be allowed a maximum of 12 hours' time from the date of receipt of sailing order by the master of the vessel. In case the vessels do not sail within 12hrs of the date of receipt of sailing order by the master of the vessel, who shall be deemed to be the operational representative of the contractor for the particular survey vessel, liquidated damages as in clause 30 of GCC will be applicable.

- 22.2 In case the contractor does not fulfill their obligations under the contract including but not limited to non-payment of wages to crew on time, non-rectification of minor defects within reasonable time indicated by EIC, non-completion of major repairs, scheduled annual or dry-docking repairs within the time allowed by EIC while conveying approval for such repairs, liquidated damages as in clause 30 of GCC will be applicable.
- 22.3 The contractors have to ensure that the wages/salary payable by him is paid on time every month. The proof of payment of statutory deductions like EPF & ESI with appropriate authorities may be submitted along with monthly R.A. bill.
- 22.4 The contractor on every month shall submit a list of inventories supplied by him towards day to day maintenance of the vessel and the same shall be used by the crew members for keeping the vessel under tip top condition.
- 22.5 The contractor shall ensure that the vessel is well painted and kept clean. For ensuring good condition he shall ensure that every month at least 2 litres of primer, 1 litres of synthetic enamel paint of the different colour (as per the vessel painting colour scheme) is available on board and entered in the deck log book.

SECTION - VII: GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

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

- (xiv) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xvi) **Day** : means a calendar day beginning and ending at mid-night.
- (xvii) **Week** : means seven consecutive calendar days
- (xviii) **Month** : means the one Calendar month.
- (xix) **Site** means the waterway and / or other places through which the works are to be executed.
- (xx) **Vessel** : Any inland vessel operating in the National Waterway including the dredging units of IWAI for carrying out the work.
- (xxi) **Urgent Works**: means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxii) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxiii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers.
- (xxiv) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

- 2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

CLAUSE – 3: SIGNING OF AGREEMENT & PERFORMANCE GUARANTEE

3.1 AGREEMENT:

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

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

- 3.2 The contractor shall be required to deposit an amount equal to 5% of the contract 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 10 days of the issue of the work order.
- 3.3 Performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 3.4 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the authority.

CLAUSE – 4: SECURITY DEPOSIT

- 4.1 A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money will amount to security deposit of 5% of the contract value of work. Bank guarantee will not be accepted as security deposit.
- 4.2 The total security deposit shall remain with IWAI till the completion of the contract and handing over of the Survey Vessels back to IWAI or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.
- 4.3 No interest will be paid on security deposit.
- 4.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 4.5 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor. Delay due to Force majeure as in the clause no. 23 will not be counted for forfeiture of SD.

- 4.6 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.
- 4.7 Incase the contractor fails to commence the operation after handing over of the Survey launch to him or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its own discretion may encash the Bank Guarantee furnished as performance guarantee and /or recover the sum from his security deposit.

CLAUSE – 5: SUFFICIENCY OF TENDER

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

CLAUSE – 6: CONTRACT DOCUMENTS

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English.
- 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 condition and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 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 In case of discrepancy between the Schedule of Quantities and prices, Specifications 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.

- 7.2 The contractor shall study specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the correct intent and meaning of the specifications shall be final and binding.
- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to 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/discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly, the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.
 - (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

CLAUSE-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 work performed by various category of crew deployed on board with respect to discharge of the intended duty, also check the performance of various engines and machineries, account of P.O.L., repairs & maintenance.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.

- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work. 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 sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate works shall not be construed as sub-letting.

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

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

CLAUSE – 11: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 31 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-31.

CLAUSE – 12: COMMENCEMENT OF WORK

The contractor shall commence the work, supply the manpower at the respective sites/ vessels within 15 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit. The contract will be effective from the day of handing over of the survey vessels after signing of the agreement. Any delay in handing over will not be counted for any penalty.

CLAUSE-13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION AND ORDERS ETC.

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

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

- 13.3 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.

CLAUSE – 14: 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 – 15: URGENT WORKS

If any urgent work (in respect of which the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed by Engineer-in-Charge, provided the directions are in accordance and confirmatory with provisions in Clause – 8.

CLAUSE – 16: DEVIATIONS, VARIATIONS AND EXTENT

- 16.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the

progress of the work, and (ii) to omit a part of the works for any reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

CLAUSE - 17: CONTRACTOR'S SUPERVISION

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

CLAUSE-18: INSTRUCTIONS AND NOTICE

- 18.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 18.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.

CLAUSE -19: VESSELS INCLUDING ENGINES & MACHINERIES

- 19.1 The vessel required to be manned as specified for different stretches of the National Waterway shall be provided / handed over to the contractor by IWAI.
- 19.2 The contractor shall provide the required man power who shall operate and maintain the engines and machineries of different vessels for their proper functioning during the tenancy of the contract in accordance with terms and conditions, specifications of the contract and instructions of the Engineer-in-charge.

CLAUSE - 20: 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 - 21: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 21.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 21.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/or in extra shifts to ensure completion of works under the contract as scheduled.

CLAUSE - 22: FLOATING PERSONNEL

- 22.1 (a) The contractor shall provide personnel in required numbers for operation, maintenance & running repair of vessels 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) The minimum qualification and essential/ desirable experience for each crew to be deployed is given at Annexure -1.
- (c) If any foreigner is employed by the contractor on the 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 there-from 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.
- (d) 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.

- 22.2 The contractor shall in respect of personnel 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 amended from time to time and Rules framed thereunder in regard to all matters provided therein.
- 22.3 The Contractor shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:
- i) Payment of Wages Act, 1936 (Amended)
 - ii) Minimum Wages Act, 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - vii) The Industrial Disputes Act. 1947 (Amended)
 - viii) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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

- 22.4 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in- Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 22.5 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.

- 22.6 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Acts/Laws stipulated in Clause-25.4 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Clause 25.4 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under Sub-Clause 25.4 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 22.7 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 22.8 The Contractor shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 22.9 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Personnel employed for performance of the Works and shall provide all facilities i.e. shirt, Pant, Pair of shoes, woolen clothes, boiler suit (for engine room crew) and rain coat / gloves etc. (for deck crew) 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.
- 22.10 In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against

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

- 22.11 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulations.
- 22.12 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.
- 22.13 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.
- 22.14 The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

CLAUSE – 23: FORCE MAJEURE

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

within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

- 23.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 23.3 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 - 24: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 24.1 If the personnel supplied by the contractor injure any person or destroy or damage any item belonged to IWAI including the vessel on which they are deployed during the tenure of a contract, the contractor shall upon receipt of a notice in writing in that behalf from Engineer-in-charge make good the same at his cost.
- 24.2 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.

CLAUSE – 25: CONTRACTOR'S LIABILITY AND INSURANCE

- 25.1 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 by the personal supplied by the contractor. He shall be liable for any damage or loss that may happen to the vessel, engines, machineries, Equipment and Material which 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.
- 25.2 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.
- 25.3 Provided, however, in an eventuality as mentioned in sub-clause - 25.2 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, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 25.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 25.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operation of vessels during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 25.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
 - i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - ii) Property liability limits for each accident not less than Rs. 1,00,000/-
 - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till legacy of the contract.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time

deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

CLAUSE – 26: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority mentioned in scheduled 'B') 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 – 27: TERMINATION OF CONTRACT ON DEATH

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

CLAUSE– 28: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR

28.1 If the contractor

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

them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

- 28.2 The Engineer-in-Charge without invoking action under clause 37 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:
- (a) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.
- 28.3 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the contract value of the work.
- 28.4 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- 28.5 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 28.6 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to recover the same in accordance with the provisions of the contract.
- 28.7 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE - 29: COMPLETION TIME AND EXTENSIONS

- 29.1 The Engineer-in-Charge will make available to the contractor the required vessel to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme. If there is any delay in making available the vessel the competent authority as specified in Schedule- 'B' on the recommendations of the Engineer-in-Charge shall grant reasonable

extension of time for commencement of work. But the contractor shall not claim any compensation whatsoever on this account.

29.2 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, IWAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

29.3 However, if the commencement of the work (s) be delayed by:-

- (i) Force majeure as per clause 23, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- (vi) Non-availability of stores, which are the responsibility of Government to supply or
- (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or
- (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

(Clarification with regard to point (vi) above, the survey launches will be handed over to the contractor and it is the responsibility of the contractor to arrange for any store or tools required during the contract period for maintenance and operation).

29.4 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the competent authority as indicated in Schedule 'B'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

29.5 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Competent Authority mentioned in Scheduled 'B' may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.

29.6 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.

CLAUSE – 30: LIQUIDATED DAMAGES FOR DELAY

30.1 The Engineer in-charge or his representative will allocate the next duties to be performed utilizing the survey launch.

If the contractor fails to perform the duties on account of shortage of manpower in vessel or repair of vessel(s) or lack of fuel, consumables etc. or fails to fulfill any other obligations to be performed under this contract within the time period given by E-I-C and thereby cause delay in the progress of work, then in such an event, the contractor shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below:

- (i) Liquidated damages for delay of work for the first seven days will be @ 10% per month delay to be computed on per day basis and calculated on the fixed monthly emoluments to be paid on manning, minor repairs and consumable charges for one month for the particular survey launch. This will be applicable for maximum six occasions per vessel per year. Beyond six occasion L.D. as in sub clause 30.1 (ii) will be applicable.
- (ii) Delay beyond seven days for any particular survey launch, the liquidated damages for delay will be @ 1.5% per month of the delay to be computed on per day basis and calculated on the contract amount.

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

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

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

CLAUSE – 31: WHEN THE CONTRACT CAN BE DETERMINED

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

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

of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- (iii) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (iv) If the contractor shall offer or give or agree to give to any person in IWAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.
- (v) If the contractor shall enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vi) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (viii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (ix) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

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

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit,

Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.

- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

CLAUSE – 32: INSPECTION

- 32.1 Periodic inspection will be carried out by the EIC or his representative by their vessels. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection and number of inspections be not less than two in a calendar month.

CLAUSE – 33: PAYMENT ON ACCOUNT

- 33.1 Bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the entries in Deck & Engine log books (copies of which shall be attached with the bills).
- 33.2 Payment for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 33.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 33.4 Payments due to the contractor shall be made by electronic bank transfer / RTGS to the particular bank account details furnished by the bidder along with tender by the Engineer-in-Charge or his authorized representative.

CLAUSE – 34: TAXES, DUTIES AND LEVIES ETC.

- 34.1 The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any/GST other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the

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

P.F, Insurance Premium etc. to be paid by the contractor and deposited with the appropriate Authority. Proof of such payment shall have to be attached with the bill of successive month. Regarding service tax may be quoted separately in BOQ and the same will be reimbursed on submission proof of payment.

CLAUSE-35: TAX DEDUCTION AT SOURCE

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

CLAUSE – 36: PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 37: OVER PAYMENTS AND UNDER PAYMENTS

- 37.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.
- 37.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 40 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 37.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.

- 37.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 37.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 40 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 – 38: FINALITY CLAUSE

It shall be accepted as an inseparable part of the contract that in matters regarding contract specifications, mode of procedure and the carryout of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.

CLAUSE – 39: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

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

CLAUSE - 40: SETTLEMENT OF DISPUTES & ARBITRATION.

- 40.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall

promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.

- (ii) If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed proforma as per Appendix V, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

40.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 40.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.

40.3 Further, within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

40.4 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

40.5 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.

- 40.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 40.7 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 40.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 40.9 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 40.10 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

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

40.11 Jurisdiction & Venue

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 - 41: CLAIMS

- 41.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all extra work or additional work ordered in writing and which has been executed during preceding month.
- 41.2 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.

- 41.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

CLAUSE 42: INTEREST

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

CLAUSE – 43: REMOVAL OF CONTRACTOR'S MEN

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

CLAUSE– 44: TERMINATION OF CONTRACT IN FULL OR IN PART

44.1 If the contractor

- i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- iii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.
- iv) IWAI reserve the right to terminate the contract any time before expiry by issue of one month's written notice to the contractor. For such foreclosure no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be deducted from the performance security and from any balance amount payable to the contractor from this contract or any other contract.

44.2 Risk & Cost

- (i) The Engineer-in-Charge shall, on such termination of the contract, have powers to complete the incomplete work or part of the same and if the expenses incurred or to be incurred by the Authority for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Authority. If the contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sum due to the contractor on any account under this or any other contract or from his security deposit or otherwise.
- (ii) Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the Owner from the Contractor, shall be decided by the Chairman.

CLAUSE -45: BANNED OR DELISTED FIRMS:

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

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

SECTION-VIII: ANNEXES

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairperson

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida(U.P.)

Pin- 201301

In consideration of the (hereinafter called "**Employer**") having to enter into an Agreement with M/s (hereinafter called the "**Contractor**") as a follow up to the Letter of Award no.....dated..... issued by the Employer for **Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga)**, on production of Performance security in the form of Bank Guarantee for Rs (Rupees.....only), at the request of **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Contractor** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms

and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.
8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 20**

for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch.(SEAL)

ANNEX - II: AGREEMENT FORM

Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga)

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONTRACTOR

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

WHEREAS IWAI is desirous of giving tender for Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga) per the work Order No.datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONTRACTORING FIRM has agreed to undertake the Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga) as per the Terms and Conditions herein after set forth.

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

The Contractor shall undertake the **Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga)** as per the work Order No.datedin accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

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

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contact
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.

- g) Addendums/Corrigendums
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

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

Witnesses, IWAI

1)

2)

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

Witnesses of Contractor

1)

2)

ANNEX -III: DETAILS OF BANK ACCOUNT

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

NAME OF THE PROJECT: _____

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

Bank Account Number : _____
RTGS/NEFT/IFSC CODE : _____
NAME OF THE BANK : _____
ADDRESS OF THE BRANCH : _____
OF THE BANK
BRANCH CODE : _____
ACCOUNT TYPE
(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory
Name & Designation

Date:

Place

ANNEX-IV: BANK CERTIFICATION

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

Date: _____
No. _____
Name: _____

Authorized Signatory
Authorization

Official Seal/Stamp

ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work: - Manning, Operation & Maintenance (on O&M Contract basis) of Survey Vessels of NW-1 (River Ganga)

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR https://eprocure.gov.in/eprocure/appas per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official)

ANNEX-VI: BANK GUARANTEE FORM FOR EMD

The Chairperson,
Inland Waterways Authority of India,
A-13, Sector 1,
Noida – 201 301.

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

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

The conditions of this obligation are:

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

Or

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

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

ANNEX-VII: LETTER OF CONSENT

(To be filled up by Sub-contractor and submitted in Enclosure II of this tender document)

Sub-contractor's Name: *[insert full name]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Tender No. and title: *[insert Tender number and title]*

Dear Sir,

The invitation for tendering for *[insert name of work]* has been called by *[insert name of employer]*.

In this regard, this is an undertaking that *[insert name of Sub-contracting firm]* having its office at *[insert address of the Sub-contracting firm]* is willing to participate as sub-contractor for *[insert brief work details for which sub-contractor will provide services]* with *[insert name of applicant]* for this project and we are submitting our relevant experience client certificates for the same.

[Insert name, signature and seal of authorized representative of the Sub-contractor]

ANNEX-VIII: INTEGRITY AGREEMENT

To be signed by the bidders' and the same is to be signed by Authorized Signatory/ competent Employer on behalf of IWAI.

This Integrity Agreement is made at on thisday of 20**

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Chief Engineer III,
Inland Waterways Authority of India, A - 13, Sec. – 1, Noida

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

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context
hereof include its successors and permitted assigns)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/)
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down
organizational procedure, contract for Manning, Operation & Maintenance (on O&M
Contract basis) of Survey Vessels of NW-1 (River Ganga) for three years and extendable on
yearly basis on satisfactory performance for another two years.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Employer commits itself to take all measures necessary to prevent corruption
and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family
members, will in connection with the Tender, or the execution of the Contract,
demand, take a promise for or accept, for self or third person, any material or
immaterial benefit which the person is not legally entitled to.

- (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if

any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2. Forfeiture of EMD/Performance Bank Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its

considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Bank Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Contractors

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract.

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

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners

and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Date :