



TENDER DOCUMENT

FOR

**Supply of Crew on vessels of IWAI, Patna on outsourced basis in
National Waterway No.-1**



June - 2016

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

P.O Gulzar bagh , Gaighat , Patna-800007
Tel (0612) 2310026, Fax (0612) 2310029

Web site: www.iwai.nic.in,
<https://eprocure.gov.in/eprocure/app>
E-mail: iwaiptn@rediffmail.com

Tender no.12-IWAI/Engg /P (72) / 2016-17

NIT FOR PUBLICATION IN NEWSPAPER



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
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TENDER NO-12-IWAI/Engg/P (72) / 2016-17

**e-Tender for Supply of crew on vessels of IWAI, Patna on
outsourced basis in NW- 1**

Inland Waterways Authority of India(IWAI) online bids/tenders are invited from resourceful and reputed Firm/Agency for Supply of crew on vessels of IWAI, Patna in NW- 1 for initial period of one year and extendable for another year basis on satisfactory performance.

Tender cost: Rs. 1000/-. Tender can be downloaded from 31.05.2016 (12:00 Hrs.) to 09.06.2016 upto 15:00 hrs. Last date of submission of online bids/tender: 09.06.2016 up to 15:00 hrs and opening of bids same day at 15:30 hrs. For other details, terms & conditions please refer to IWAI website www.iwai.nic.in and CPP Portal website <https://eprocure.gov.in/eprocure/app>

Date- 30.05.2016

DIRECTOR

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:.....

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 12-IWAI/Engg/P(72)/ 2016-17

Name of Tender/Work: - Tender document for Supply of crew on vessels of IWAI in NW- 1- reg.

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder with Official Seal)

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(SECTION-I)
NOTICE INVITING E-TENDER



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA
(पोत परिवहन मंत्रालय, भारत सरकार)
(Ministry of Shipping, Govt. of India)
Web site: www.iwai.nic.in
E-mail: iwaiptn@rediffmail.com
<https://eprocure.gov.in/eprocure/app>

NOTICE INVITING E-TENDER

The Inland Waterways Authority of India (IWAI) hereby invites online tenders/bids under two cover systems i.e. Technical and Financial Bid from resourceful and reputed firm/agency for Supply of crew on vessels of IWAI on outsourced basis in NW- 1 for the initial period of one year and extendable by another year on satisfactory performance. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>.

S.NO	Item	Place of deployment	Qty. (in nos.)	Estimated cost for 1 years (in rupees)	EMD (in Rupees)
1.	<u>Schedule A:-</u> Supply of various categories of 39 nos. vessel crew with relevant competency certificates for an initial period of one year and extendable by another year satisfactory performance.	National Waterway No. 1	39 Nos.	1.20 crore (incl. Service Tax)	2.40 Lakh

TERMS & CONDITIONS

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

2. **CRITICAL DATE SHEET**

Publishing Date	30.05.2016
Document Download/Sale Start Date	31.05.2016 at 12:00 hrs
Document Download/Sale End Date	09.06.2016 at 15:00 hrs
Bid Submission Start Date	01.06.2016 at 10:00 hrs
Bid Submission Closing Date	09.06.2016 upto 15:00 hrs
Bid Opening Date	09.06.2016 upto 15:30 hrs

3. Bidders submitting the downloaded version would need to pay the cost of tender document/bid

along with the application, a non-refundable demand draft for Rs.1000/- drawn in favor of “IWAI FUND” payable at Patna. Tender document will be available on the above website from– 31.05.2016 to 09.06.2016 upto 15:00 hours (IST).

1. Eligibility Criteria :

The tenderer shall meet the following pre-qualification criteria:

- i) The tenderer must have worked with any of these organizations/Departments such as CPWD, Railways, MES, State PWD, State Irrigation Department, State/Central Govt, Development Authority, Port Trusts, IWAI, D.C.I. or any of the State IWT Directorate /Maritime Board or similar organizations of State Govt/Central Govt having experience for similar works.
- ii) Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
- iii) Average annual financial turnover during the last three year ending 31st March of the previous financial year, should be at least 100% of the estimated cost i.e Rs.120.2 lakh. Experience of having successfully completed similar works i.e. supply of certified vessel crew of required category during last 7 years ending last day of month previous to the one in which this tender is invited should be either of the following.
 - (a) Three similar works costing not less than Rs.48.08 lakh (40% of the estimated cost); or
 - (b) Two similar works costing not less than Rs. 72.12 lakh (60% of the estimated cost);or
 - (c) One similar work completed not less than Rs. 96.17 lakh (80% of the estimated cost.)
 - (d) Should submit the successful completion certificate of the work done.
- iv) Latest certificate of solvency from nationalized/scheduled bank included in the second schedule of the RBI Act for not less than the value indicated below:-

S.no	Stretch	Bank Solvency required
1	Rajmahal to Allahabad	48.08 lakh (40% of the estimated cost)

The solvency certificate to be within three months prior to last dated of submission of tender.

- iv) The tenderer should submit the copies of Registration Certificate of the firm/agency, Number of PF, ESI & Service Tax issued by Competent Authority along with the documentary proof.
- v) The Earnest Money as in clause 17 of ITB in the form of Demand Draft or bank guarantee to be submitted online along with the bid. The original demand draft for tender fee and EMD must be deposited before closing date and time of submission of bid at IWAI, Patna.

- vi) Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
- vii) The tenderer should submit documentary evidence on financial resources for execution of the above works.
- viii) A statement to be submitted stating that the personnel engaged would be liable to be posted on any vessel/ craft belonging to IWAI deployed anywhere along the National Waterway No.1 (River Ganga) on need basis.

3. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 12:00 hours on 31.05.2016. The technical bids would be online opened on 09.06.2016 at 15:30 hours in the presence of the representatives of the bidders, if any.

4. It is proposed to initially award the work for a period mentioned in the tender document however, the work may be extended to the same tender for a period depending upon the performance.

5. The Bid shall be submitted to the following address:

The Director
Inland Waterways Authority of India,
P.O Gulzarbagh,
Gaighat, Patna-800 007

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

**Director
IWAI, Patna**

(SECTION-II)

INSTRUCTION TO BIDDERS

Section II: Instructions to Bidders

Instructions to Bidders (ITB)

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

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

- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls /rar/jpg/ Formats.
- 14) If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same can be uploaded, if permitted.
- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17) Bidder should submit the Tender Fee/ EMD as specified in the tender. Earnest money shall be accepted in the form of banker's cheque or demand draft of a scheduled bank. A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of the earnest money or Rupees 20.00 lakh whichever is less, will have to be deposited in the shape of demand draft/banker's cheque and balance can be accepted in the form of bank guarantee issued by a scheduled bank. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 21) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- 22) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 24) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 25) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 26) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/ liable to be rejected.
- 27) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 28) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 29) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 30) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 31) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 32) For any queries regarding e-tendering process , the bidders are requested to contact :

Director
Inland Waterways Authority of India,
Gaighat, P.O.- Gulzharbag
Patna- 800 007

Section II

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A. General

1. Scope of Bid

- 1.1** Inland Waterways Authority of India, Patna invites online bids for **“Supply of crew on vessels of IWAI, Patna on outsourced basis in National Waterway No.1(River Ganga) for an initial period of one year and extendable by two more years on yearly basis on satisfactory performance.”** as described in these documents and referred to as “the works”. The name of the work is provided in the Appendix to ITB.
- 1.2** The successful bidder will be expected to supply the crew within fifteen days from issuance of order/letter of acceptance and report to Director, Inland Waterways Authority of India at Patna for joining duty on the vessels in NW-1.
- 1.3** Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

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

3 Eligible Bidders

- 3.1** This Invitation for online Bid is open to all bidders engaged in supply of certified vessel crew of required category and eligibility criteria shall be as described in NIT.
- 3.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government. An undertaking for above to be submitted.

4. Qualification of the Bidder

- 4.1** This invitation for online bids is open to experienced, resourceful and reputed firm/agency engaged in supply of certified vessel crew of required category as per the eligibility criteria as above.
- 4.2** All bidders shall include the scanned copy of following information and documents with their bids online.
 - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
 - (b) Total monetary value of similar works performed for each of the last five years.
 - (c) Experience certificate in works of similar nature and size for each of the last five years with satisfactory certificates from clients.

- (d) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past three years.
- (e) Evidence of adequacy of working capital for the contract [access to line (s) of credit and availability of other financial resources]
- (f) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (g) Valid Income Tax clearance certificate.

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

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

- v) Average annual financial turnover during the last three year ending 31st March of the previous financial year, should be at least 100% of the estimated cost i.e Rs.120.2 lakh. Experience of having successfully completed similar works i.e. supply of certified vessel crew of required category during last 7 years ending last day of month previous to the one in which this tender is invited should be either of the following.
 - (e) Three similar works costing not less than Rs.48.08 lakh (40% of the estimated cost); or
 - (f) Two similar works costing not less than Rs. 72.12 lakh (60% of the estimated cost);or
 - (g) One similar work completed not less than Rs. 96.17 lakh (80% of the estimated cost.)
 - (h) Should submit the successful completion certificate of the work done.

4.4 B (a) Each bidder must produce:

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

(b) Each bidder must demonstrate:

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

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

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

B. Bidding Documents

7. Content of Bidding Documents

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

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

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

7.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, forms and in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 24 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

8. Clarification of Bidding Documents

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

9. Amendment of Bidding Documents

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

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

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

10. Preparation of Bids

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

11. Documents Comprising the Bid

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

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

- I. For bidding documents downloaded from the website <https://eprocure.gov.in/eprocure/app> , the scanned copy of the demand draft for the cost of the bidding documents must be uploaded. The original demand draft is to be deposited in the office before the bid submission closing date.
- II. A scanned copy of the Earnest Money must be uploaded. The original of the Earnest money deposit to be deposited in the office before the bid submission closing date.
- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4;
- IV. Undertaking that the bid shall remain valid for the period specified in clause 14.1;
- V. A scanned affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief must be uploaded. The original affidavit is to be deposited in the office before the bid submission closing date.
- VI. Any other information/ documents required to be completed and submitted by bidders, as specified in the Appendix to ITB
- VII. Form of bid.

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

- (i) Cost schedule (BOQ)

12. Bid Prices

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

- 12.2** The bidder shall quote rates and prices for all items of the Works described in the cost schedule.
- 12.3** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract (one year) and shall not be subject to adjustment. On satisfactory performance and extension of contract on yearly basis for maximum period of two years, escalation of 5% per annum as per clause 49 of general condition will be applicable.
- 13. Currencies of Bid and Payment**
- 13.1** The prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
- 14. Bid Validity**
- 14.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 19. The Owner as non-responsive shall reject a bid valid for a shorter period.
- 14.2** In exceptional circumstances, prior to expiry of the original time limit, the Owner may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.
- 15. Earnest Money / Bid Security**
- 15.1** The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the Appendix to ITB.
- 15.2** The Earnest Money shall be in the form of Demand Draft and Bank Guarantee as specified in Appendix to ITB. It shall be valid for 90 days beyond the validity of the bid.
- 15.3** Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Owner as non-responsive.
- 15.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 14.1.
- 15.5** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 15.6** The Bid Security / Earnest Money will be forfeited:
- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;

- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; and/or .
 - ii. Furnish the required Performance Security.

16. Alternative Proposals by Bidders

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

17. Format and Signing of Bid

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

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

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

D. Submission of Bids

18. Online submission of Bids

18.1 The Bidder shall submit online bids.

19. Deadline for Submission of Bids

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

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

20. Modification and Withdrawal of Bids

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

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

E. Bid Opening and Evaluation

21. Bid Opening

- 21.1 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online bids received shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clause 25.2 shall be opened on a subsequent date, which will be notified to such bidders.
- 21.2 The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid made pursuant to Clause 20 in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.
- 21.3 Bidder's names, the presence of bid security and such other details, as the Owner may consider appropriate will be announced by the Owner after the opening.
- 21.4 After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 11.1, thereafter on fulfilling the criteria laid down in Clause 25.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 21.5 The Owner shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of online opening of financial bids.
- 21.6 At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 21.5 and the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening.

22. Process to be Confidential

- 22.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid

23. Clarification of Bids and Contacting the Owner

- 23.1 During the evaluation of the bids, the owner may, at its discretion, ask the bidder to provide any additional information/clarification in relation to its bids as may be deemed fit by the owner. The bidder shall in all cases where such request has been made by the owner, submit within such

period and in such manner as may be specified by the owner in the request so made. Failure of the bidder to furnish such additional information as may be requested by the owner, the owner may in its sole discretion deem such bid as non-responsive. The bidder shall not have any right to challenge the same or any claims arising from such bid being deemed non-responsive by the owner.

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

24. Examination of Bids and Determination of Responsiveness

- 24.1 During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is responsive to the requirements of the bidding documents.

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

25. Evaluation of Bids

- 25.1 Selection of the bidder for supply of certified vessel crew of required typewill be based on technical and financial evaluation.

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

- i) Manpower supply data of the firm in term of category and no of personnel supplied during the last five years to justify the capability of the firm to carry out the work to be furnished in the format at Appendix-1.
- ii) The financial performance by the company/bidder during last five years for similar work shall be furnished in format given at Appendix 2.
- iii) Contract non-performance during preceding five years to be furnished in format given at Appendix- 3.

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

- 25.3 Verification of the facts furnished by the bidders may be made by the owner prior to finalizing the technical evaluation.

- 25.4 If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.
- 25.5 The evaluation of the financial bid will be based on the lowest financial offer received for the work.

F Award of Contract

26. Award Criteria

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

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

27.1 Notwithstanding Clause 26, the Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Owner also the reserve the right to split the work to one or more parties depending on capability of the firm and increase/decrease the work requirement.

27.2 Even after award of contract and subsequent execution of agreement any information/facts/documents submitted by you if found misleading, incorrect, false, forged etc. IWAI reserves that right to terminate the contract without giving any prior notice and the EMD/SD amount submitted for this work will be forfeited.

28. Notification of Award and Signing of Agreement.

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

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

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

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

29. Factors Affecting the Award of the contract.

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

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

30. Performance Security

- 30.1 Within 15 days after receipt of the letter of Acceptance the successful Bidder shall deliver to the Owner a Performance Security of 5% percent of the Contract Price.
- 30.2 The performance security shall be either in the form of a Demand Draft or Bank Guarantee in the name of owner from a Scheduled Bank.
- 30.3 Another five percent of the contract value will be recoverable Security deposit from the running bills of the contractor at the rate of 10% of each running bill value till the same together with EMD will form 5% of contract value.
- 30.4 Failure of the successful bidder to comply with the requirement of sub-clause 30.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

31. Corrupt or Fraudulent Practices

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

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

Appendix to ITB

The Owner should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to Bidders Clause Reference

- (1.1) The Owner is Chairman, Inland Waterways Authority of India
- (1.1) The Works is “supply of crew on vessels of IWAI on outsourced basis in National Waterways no.1.
- (10.1) Language of the bid is English
- (15.1) The amount of Earnest Money shall be as mentioned in NIT.
- (15.2) Bidder should submit the Tender Fee/ EMD as specified in the tender. Earnest money shall be accepted in the form of banker’s cheque or demand draft of a scheduled bank. A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of the earnest money or Rupees 20.00 lakh whichever is less, will have to be deposited in the shape of demand draft/banker’s cheque and balance can be accepted in the form of bank guarantee issued by a scheduled bank. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- (19.1) The Owner's address for the purpose of Bid submission is Inland Waterways Authority of India Director,
Inland Waterways Authority of India,
Gaighat, P.O. Gulzarbagh, Patna- 800 007
- (19.1) The deadline for submission of bids shall be:
Time & Date : As prescribed in Notice inviting E-tender
- (21.1) The date, time and place for opening of the Bids are:
(A) Technical Bid
Date, Time & Place : As prescribed in Bid Notice
(B) Financial Bid (For qualified bidder)
Date, Time & Place : (Will be intimated later)
- (30.1) The amount and validity period of the performance guarantee is:
Amount: 10 % of the contract price out of this 5% shall be payable

within 15 days after receipt of letter of Acceptance and balance 5% shall be recoverable from the running bills at the rate of 10% of each running bill.

Validity Period: (i) Performance security shall be valid until a date 30 days after payment of the last running bill.

APPENDIX FORMAT- 1

Manpower Supply Data during Preceding 7 years.

Sl. No.	Name of the Contract	Name and Address of Employee	Details of Personnel Supplied			Duration of Supply		Type of Vessel on which deployed
			Category	No	Whether Competency Certificate Holder	Date from	Date to	

APPENDIX FORMAT- 2

Financial performance (During proceeding 7 years)

Sl. No.	Name of Contract	Name and address of the Employee	Date of award	Cost of Contract	Date of Commencement of Supply of manpower	Date of completion of supply of manpower

APPENDIX FORMAT - 3

Contract Non-Performance (During preceding 7 years)

Sl. No.	Name of Contract	Name and address of Employee	Date of award	Date of completion as per Contract	Physical Status	Reason for Non supply or Short supply or Late supply of personnel	Any revised date for Commencement or completion fixed	Whether under Litigation

(SECTION-III)

FORMS OF BID & BANK GUARANTEE

SECTION-III

FORM OF TENDER

To,

INLAND WATERWAYS AUTHORITY OF INDIA, PATNA

Name of Work: Supply of certified vessel crew of required category for an initial period of one year and extendable for another yearly basis on satisfactory performance in NW-1.

Sir,

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

2. I/We undertake to complete 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 instructions as mentioned in the tender documents.

3. I/We have deposited with the -----, IWAI, -----Rs.vide DD No.dated as Earnest Money for the tender.

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

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

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

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

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

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

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

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

Date

Signature

Name

Designation

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

M/s

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

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos.

BANK GUARANTEE PROFORMA FOR FURNISHING
PERFORMANCE GUARANTEE

To
The Director
Inland Waterways Authority of India
Patna

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

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

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

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

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

5. We,.....further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contactor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension

being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

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

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

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

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

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

AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works for _____

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

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

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

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

- iii) General Conditions of Contract

- iv) Technical specifications and Special Conditions of Contract

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

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

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

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

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

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation_____

2) Name & Designation_____

SECTION-IV

CONDITIONS OF CONTRACT

PART-I

Integrity Pact

GENERAL CONDITIONS OF CONTRACT

PART-II

TECHNICAL &SPECIAL CONDITIONS

PART - I

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

INTEGRITY AGREEMENT

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

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, -----.

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

AND

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. IWAI/MD/117/2011-12) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply of crew on vessels of IWAI on outsourced basis in NW- 1&2 for the initial period of one year and extendable by two more year (yearly basis)" hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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 Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a will full misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

SCHEDULES

SCHEDULE ‘A’ : Salient Features of the work.

Name of Work.....

Estimated cost of work: The work is estimated to cost Rs.
This estimate, however, is given merely as a rough guide.

- (a) Earnest Money** : Rs.
- (b) Performance Guarantee** : 5% of tendered value.
- (c) Security Deposit** : 5% of tendered value.

SCHEDULE ‘B’ : General Rules & Directions with reference to General Conditions of Contract:

-

- (i). Officer inviting tender: -**
- (ii). Tender Accepting Authority:-**
- (iii). (a) Time allowed for submission of Performance Guarantee as per clause 3.2 of GCC from the date of issue of letter of acceptance:- 15 days**
(b) Maximum allowable extension beyond the period provided in (iii) (a) above: - 7 days

(iv) Competent authority to levy liquidated damages for delay under clause 21:-

(v)

- (a) Member (Technical), IWAI (if the amount of contract is upto 100 lakhs).**
- (b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).**
- (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).**

- (v) **Competent authority to determine the contract as per clause 34:-**
- Engineer-in-Charge with the prior approval of
- (a) Member Technical), IWAI (if the amount of contract is upto 100 lakhs).
 - (b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
 - (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).
- (vi) **Competent authority for foreclosure of contract in full or in part due to abandonment or reduction in scope of work as per clause 18:-**
- Engineer-in-Charge with the prior approval of
- (a) Member Technical), IWAI (if the amount of contract is upto 100 lakhs).
 - (b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
 - (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).
- (vii) **Deviation Limit beyond which clause 35.3, 35.4, 35.5 & 35.6 :-** 25%

PART-I
GENERAL CONDITIONS OF CONTRACT

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CLAUSE-2	:	INTERPRETATIONS
CLAUSE-3	:	SIGNING OF AGREEMENT AND SECURITY DEPOSIT
CLAUSE-4	:	REFUND OF SECURITY DEPOSIT
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PART - I

GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

- (i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications 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 assigns approved by the Engineer-in-charge.
- (iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (v) **IWAI/ Authority/Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In- Charge (EIC) means the Engineer officer authorized to direct supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.**
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, checking bills, inspecting works and other related works for completion of the project.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Chief Engineer (P&M):** means the Chief Engineer (Project & Marine) of the Authority, as the case may be.
- (x) **Director** means the field Director of the Authority as the case may be.
- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xii) **Sr. Hydrographic Surveyor:** means Senior Hydrographic Surveyor of the Authority, as the case may be

- (xiii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiv) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xvi) **Day:** means a calendar day beginning and ending at mid-night.
- (xvii) **Week:** means seven consecutive calendar days
- (xviii) **Month:** means the one Calendar month.
- (xix) **Site** means the waterway and / or other places through which vessels of IWAI operated, moored, repaired.
- (xx) **Vessel:** means any inland vessel belonging to IWAI operating in National Waterways for carrying out various works.
- (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; he includes she and vice-versa unless this is repugnant to the context.

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

CLAUSE – 3: SIGNING OF AGREEMENT & SECURITY DEPOSIT

3.1 AGREEMENT:

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

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

3.2 SECURITY DEPOSIT (SD) FOR PERFORMANCE:

- i. The tenderer will be required to furnish Security Deposit for the due fulfillment of the contract for an amount equivalent to 10% of the contract value. Out of this 5% shall be furnished within 15 days of award of work, before signing of the agreement in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India, in favor of “IWAI Fund” payable at Patna, or an irrevocable bank guarantee of any Nationalized or scheduled bank in India in accordance with the form prescribed (Annexure.1). The balance 5% security deposit will be recoverable from the running bills of the Contractor at the rate of 10% of each running bill value till the same together with the EMD will form 5% of Contract value. The EMD amount will be adjusted against the Security Deposit to be deducted from the first bill.
- ii. The Bank Guarantee for the Performance Security if submitted may be initially for a period of one year which is to be extended by the contractors in case of extension on yearly basis. The BG for Performance Security will be kept valid for 90 days beyond the contract period. The Engineer-in-Charge shall have the right to get the Bank Guarantee extended through the contractor till such time, the contractual obligations are fulfilled. In case the contractor fails to supply the manpower 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 invoke Performance Security.
- iii. The Performance Security Deposit collected from the contractor will be returned only after satisfactory completion of the work.
- iv. If the contractor having been called upon by the Chairman to furnish the security deposits fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Chairman to take necessary action as following in case any breach of the terms & condition of the contracts or non-performance of the contract:
- v. To forfeit either in whole or in part of the security deposit.
- Or
- vi. To recover the amount of such security deposit by deducting the amount from the pending bills

of the contractor under the contract or any other contract with the Authority.

Or

- vii. To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work at the risk and cost of the contractor.
- viii. No claim shall lie against the Authority either in respect of interest or any depreciation in value of any security.
- ix. In case of delay in supply of manpower, 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 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.
- x. 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.
- xi. In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance security shall be forfeited in full or in part and shall be absolutely at the disposal of the Authority.

CLAUSE – 4: REFUND OF SECURITY DEPOSIT

If the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form from Engineer-in-charge, the security deposit shall be refunded to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

CLAUSE – 5: SUFFICIENCY OF TENDER

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

CLAUSE – 6: CONTRACT DOCUMENTS

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

CLAUSE – 7: DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 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 there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 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 the crew deployed on board with respect to discharge of the intended duty.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 8.3 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in- Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in- Charge in this regard shall be final and binding on the contractor.

CLAUSE – 9: 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 authorized 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 CONSTITUTION OF THE FIRM

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 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 and 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, as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

CLAUSE – 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 execution of the work.

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, EXTENT AND PRICING

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 or for any other 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/Supervisor/Agents 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.
- 18.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work through a “Site Order Book“ maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s). The pro-forma for Site Order Book to be maintained at site is given in Annexure – I.
- 18.5 The “Hindrance Register” shall be maintained at the site of work, where any hindrance which comes to the notice of the representative of the Engineer-in-Charge shall be recorded and immediately a report will be made to the Engineer-in-Charge within a week. The Engineer-in-Charge shall review the Hindrance Register at least once in a month. The pro-forma on which the Hindrance Register shall be maintained is given in Annexure-II.

CLAUSE-19: VESSEL INCLUDING ENGINES AND MACHINERY

- 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 kinds of 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 Patna/Delhi 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, the minimum consolidated monthly remuneration for each crew to be deployed are as follows: -

S. No	Name & No. of posts	Qualification & Experience
1	Dredger Supervisor	Dredge master certificate grade holder of AIDC training of M/s DCI or 1 st . class driver having passed hr. sec. exam. With 8 year experience in operation of dredger or Petty officer from Indian Navy having 5 yr. experience on dredgers. Should know swimming.
2	Master 2 nd	Certificate of Competency as Master 2 nd Class obtained from M.M.D/ respective State department with min.2 year experience. Should know swimming
3	Driver 1 st Class	Certificate of competency as Driver 1 st Class obtained from M.M.D/ respective State department with min. 02 year experience. Should know swimming.
4	Serang/Master 3rd	Certificate of competency as Serang/Master 3rd obtained from M.M.D/ respective State department with min. 1 year experience. Should know swimming.
5	Seacunny	Trained in National Inland Navigation Institute, Patna or Trained on inland vessel or Merchant Shipping (Deck side) with three year experience. Should know swimming
6	Greaser	Three year experience as a Lascar / Navy vessels / Merchant Ship / in Inland Vessels. Should know swimming
7	Lascar	Three year experience in Inland Vessels/ Navy vessels /Merchant Ship as Lascar/ lascars certificate obtained from M.M.D/NINI/ respective State department. Should know swimming
8	Cook	Three year experience in Inland Vessels/ Navy vessels /Merchant Ship as Cook. Should know swimming
9	Electrician	Matriculation or equivalent, ITI in electrician from recognized institute, 02 yrs experience in relevant field. Should know swimming
10	Pipeline Asstt.	Secondary school certificate or equivalent, ITI in fitter, automobile/ diesel mechanic or equivalent, 02 yrs experience in relevant field. Should know swimming.
11	Crane Operator	Matriculation or equivalent should be valid heavy driving licenses & good knowledge of operation of heavy cranes as well as shore & floating cranes also motor mechanism with 02 yrs experience in relevant field. Should know swimming.

(c) If any foreigner is employed by the contractor to work on board the vessels the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse

in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

- (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 Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- 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 and Rules framed there under in regard to all matters provided therein.
- 22.3 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as :
- i) Payment of Wages Act, 1936 (Amended)
 - ii) Minimum Wages Act, 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) 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 there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
 - x) The list indicative only; otherwise the contractor should be aware of all the Acts/Labour Laws and should diligently on the work. The contractor shall be fully and personally responsible for the violation of 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 Personnel 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 Personnel employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

- 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 on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 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-25.4above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-25.4or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 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 Act/Laws/Rules/Codes as mentioned under Sub-Clause 25.4above, 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 submit ting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum specified 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 Personal employed for performance of the Works and shall provide uniform i.e. shirt, pant, pair of shoes, wooden clothing, boiler suit (for engine room crew) 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 Regulation.
- 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.

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, hesitation, 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 belonging 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 personnel supplied by the contractor or any property belonging to the Authority is wasted or is misused by such personnel 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.i Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/compensations of the third party also.
- 25.ii Provided, however, in an eventuality as mentioned in sub-clause - 25.2 (i) above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
 - (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, , 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.

- 25.3 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 25.4 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.
- 25.5 (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 (other than the dredging unit 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) and public / **third party** liability that may arise 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 insurance 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 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 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 36 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:
- (a) 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 per as 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, it shall be recovered 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 by supplying the manpower in accordance with agreed programme. If there is any delay in making available the vessels, 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, Govt. 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 IWAI to supply or
- (vii) 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.

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. 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 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

30.1 If the contractor fails to supply the required manpower for more than 72 hrs., he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of twice the amount payable to the contractor for the period of non-supply of those no. of crew which he has failed to supply or the crew have remained absent on the vessel and in the event of more than three such occasions of non-supply or absence of manpower or more than 10% of the manpower required to be supplied are either not supplied or remained absent then the compensation to be paid will be at the rate of 1.5 % per month of delay to be computed on per day basis on the total value of the contract subject to a maximum of 10% of the total value of the contract.

- 30.2 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
- 30.3 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 30.4 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

CLAUSE – 31: 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, or any other provisions of this contract or otherwise, and whether the date of supply has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- (i) If the contractor fails to complete the supply of manpower within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.
 - (vi) 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.

- (vii) 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.
- (viii) 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 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: PAYMENT ON ACCOUNT

- 32.1 Bills 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).
- 32.2 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 there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

- 32.3 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.
- 32.4 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 – 33: TAXES, DUTIES AND LEVIES ETC.

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

CLAUSE-34: TAX DEDUCTION AT SOURCE

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

CLAUSE – 35: 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 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. 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 -36: OVER PAYMENTS AND UNDER PAYMENTS

- 36.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 36.2 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 39 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

- 36.3 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.
- 36.4 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.
- 36.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 39 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 – 37: 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 out of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.

CLAUSE- 38: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

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

CLAUSE – 39: SETTLEMENT OF DISPUTES & ARBITRATION.

- 39.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract,

design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the 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 Performa as per Appendix V, failing which they said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

39.3 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.

39.4 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.

- 29.5 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.
- 39.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 39.7 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.
- 39.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 39.9 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.
- 39.10 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.
- 39.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Noida/ New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

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

- 39.12 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 - 40: CLAIMS

- 40.1 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 proceeding month.

- 40.2 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.
- 40.3 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 41: INTEREST

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

CLAUSE – 42: STATUS OF ENGAGEMENT:

The engagement of personnel through contract is on purely temporary basis. The individual should not have any claim for absorption in IWAI on a regular basis for having been engaged for a specific period.

CLAUSE – 43: DELEGATION OF POWERS

The Chairman on behalf of Authority may from time to time delegate to any person operations to be named by her such of the powers, authorities and discretion’s vested in her by the contract as she may think fit and the contractor shall recognize such person or persons on written notice from the Chairman of her or their appointment and of the powers, authorities and discretion’s respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretion’s so delegated provided that the Chairman on behalf of Authority shall not delegate the powers, authorities and discretion’s conferred on him by the clause 20 hereof.

CLAUSE – 44: WITHHOLDING AND LIEN IN RESPECT OF SUM CLAIMED

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the owner shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, deposited by the contractor and for the purpose aforesaid the owner shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the owner shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the owner or the government or any person contracting through the owner pending finalisation or adjudication of any such money so withheld or retained under the lien referred to above, by the owner will claim arising out of or under the contract is determined by the arbitrator.

CLAUSE – 45: CURRENCIES

All payments will be made in Indian Rupees.

CLAUSE – 46: 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– 47: CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART

47.1 Corrupt Practice

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

47.2 If the contractor

- i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- iii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any

other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

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

CLAUSE - 48: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

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

CLAUSE – 49: ESCALATION OF THE CONTRACT PRICE:

Escalation of 5 % per annum during the period of contract shall be applicable for the wages of the crew of vessels.

CLAUSE 50: BANNED OR DELISTED FIRMS:

The firm shall give a declaration that they have not been banned or de-listed by any govt. or quasi Govt. agency or public Sector Undertaking

If a firm has been banned by any Govt. or quasi Govt. Agency or PSU, this fact must be clearly *state dandit* may not because of disqualifying the firm. If the declaration is not given, the bids shall be rejected as non-responsive.

SAMPLE FORM FOR SITE ORDERS BOOK
Reference Clause No. 18.4

Name of work Date of commencement/ period for completion.....

Sl. No.	Date	Remarks of the Inspecting Officer or Contractor	Action taken and by whom	Remarks
1	2	3	4	5

PROFORMA FOR HINDRANCE REGISTER
Reference Clause No. 18.5

Sl. No.	Nature of hindrance	Items of work that could not be executed due to this hindrance	Date of start of hindrance	Signature of Representative of EIC	Date of removal of hindrance	Overlapping period, if any	Net hindrance in days	Weightage of this hindrance	Net effective days of hindrance	Remarks of Engineer-in-Charge
1	2	3	4	5	6	7	8	9	10	11

SECTION IV

PART-II TECHNICAL AND SPECIAL CONDITIONS OF CONTRACT

PART II

TECHNICAL AND SPECIAL CONDITIONS

Supply of vessel crew for the period from June- 2016 to May-2017 on National Waterway No.1/2/3. The technical conditions shall be as follows:

1. AREA OF OPERATION & DURATION

- 1.1 a) The crew will be engaged on the various vessels/tugs /dredgers of IWAI in NW-I (in River Ganga from Rajmahal to Allahabad).
- b) The total period for supply of vessel crew shall be initially for one year from the date of signing of agreement and extendable on satisfactory performance on yearly basis for two more years.

S.No.	Designation	No.
1	Dredger Supervisor	2
2	Master 2 nd	2
3.	Driver 1 st Class	7
4	Master 3 rd .	1
5	Sucanny	2
6	Greaser	7
7	Lascar	7
8	Cook	6
9	Pipeline Asstt.	1
10	Electrician	2
11	Crane operator	2
	TOTAL	39

The deployment pattern is liable to change depending on the deployment of vessels and as per requirements of IWAI (Owners).

- 1.2 In addition to the above requirement, Engineer in charge may ask at his option for supply of additional manpower for deployment on vessels at the same rate, terms and conditions.

2. SCOPE OF WORK AND DUTIES & RESPONSIBILITIES

- a) The firm selected for supply of personnel (crew) shall be responsible for paying wages, medical benefits, insurance, traveling expenses, ESI, EPF and other statutory dues towards the personnel supplied to the Authority and shall quote their rates accordingly. In order to protect the interest of the personnel against any injury, death & disability during the duty and validity of the contract, the Contractor shall have the Group Insurance Scheme from any Nationalized Insurance Company and same to be produced to Authority on demand. The contractual charges are inclusive of all the expenses connected to manning and other contractual obligations. The tenderer has to ensure that the wages as indicated in the cost schedule being paid to the crew supplied by contractor of IWAI depending on their qualification, competency etc. and all the statutory allowances such as PF, ESI, Bonus, Group Insurance are to be provided to each person as prevailing and accordingly tenderer has to ensure opening of their accounts and depositing the same to the concerned organization as per the procedure in this regard
- b) IWAI shall pay monthly bills within 30 days of presenting the same by the supplier based on deployment/attendance of the manpower during previous month, duly signed by the supervising official of IWAI.
- c) The normal accommodation facility as available on the vessels where the crew is deployed will be provided. All other facilities for boarding are to be arranged by the Contractor. Accordingly, offer shall include all these into consideration. The outward journey performed by the staff for official purpose other than vessels from the place of posting shall be paid as per the rules of the Authority. Food & other facilities as per Labour and Marine Law for the Crew shall be arranged by the Contractor
- d) The crew to be paid on monthly basis. For any period of absence from duty, the amount shall be proportionately reduced (based on 30 days a month). Contractor shall have to submit a documentary evidence of payments made to the crew and to the EPF & ESI authority along with the bill for subsequent month. All payments made to the crew and to ESI & EPF shall have to be made through cheques/ RTGS and no cash transaction shall be entertained.
- e) Normal working hours shall be 8 hrs. per day for 6 days a week. For any working hours beyond 8 hrs. and for working on holidays extra payment on hourly basis (proportionate to salary for 8hrs duty) shall be admissible as per the rule of the Authority in this regard. One hour to be deducted as free from extra duty performed either before or after working hours, beyond the prescribed hours of work. The manpower supplied shall be having same closed holidays (Gazetted) as admissible/applicable to employees of IWAI Regional office.
- f) The contractor shall provide the personnel with working uniforms; i.e. shirt, pant, boiler suit, rain coat, gloves boots, helmets, & winter clothing etc. and IWAI shall not be liable to supply any such item except statutory LSA, FFA on board the vessel. The contractor shall be responsible for medical expenses etc. of the crew during the duty. The Crew shall be in uniform while on duty.
- g) IWAI shall not be responsible in any way for any loss of life/ injuries arising out of the negligence or natural causes to vessel crew supplied by the contractor under this contract. For the crew supplied the contractor shall take suitable measures such as, insurance policy etc. in this regard

- h) The concerned personnel shall be deployed under the overall control of the Director, IWAI in charge of the vessel and the personnel shall be required to report for duty at Regional Office of the Director, IWAI at Patna/Kolkata/Guwahati /Kochi for further deployment.
- i) The contractor shall remove any person, if the Director finds him unsuitable and replace him with suitable substitute within 7 days of written intimation in that regard by the Director.
- j) Engagement on IWAI vessels shall not confer any right on any individual for preference in employment in IWAI or for his continuation in subsequent years.
- k) Only the experienced and qualified personnel shall be deployed for various categories of personnel to be posted on board the vessels of IWAI. Requisite competency certificates issued by appropriate Authority shall be provided in original at IWAI office by selected party for each person offered by him. All the Crew particularly Master, (if deployed) and 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. **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.** The minimum qualification, essential/ desirable experience for inland vessel crew of various categories to be engaged under this contract would be as per clause 22.1(b) of the General condition of the contract. Contractor is required to submit attested copies of qualification and proof of experience of all persons to be deployed for the work in advance to Engineer-in-charge for this contract and obtain clearance prior to deployment. Crew shall compulsorily know swimming and know reading and writing in English and at least in one more Indian language

The Qualification and Experience of persons to be supplied in various category are as under:

S. No	Name & No. of posts	Qualification & Experience
1	Dredger Supervisor	Dredge master certificate grade holder of AIDC training of M/s DCI or 1 st . class driver having passed hr. sec. exam. With 8 year experience in operation of dredger or Petty officer from Indian Navy having 5 yr. experience on dredgers. Should know swimming.
2	Master 2 nd	Certificate of Competency as Master 2 nd Class obtained from M.M.D/ respective State department with min.2 year experience. Should know swimming
3	Driver 1 st Class	Certificate of competency as Driver 1 st Class obtained from M.M.D/ respective State department with min. 02 year experience. Should know swimming.
4	Serang/Master 3rd	Certificate of competency as Serang/Master 3rd obtained from M.M.D/ respective State department with min. 1 year experience. Should know swimming.
5	Seacunny	Trained in National Inland Navigation Institute, Patna or Trained on inland vessel or Merchant Shipping (Deck side) with three year experience. Should know swimming
6	Greaser	Three year experience as a Lasker / Navy vessels / Merchant Ship / in Inland Vessels. Should know swimming
7	Lascar	Three year experience in Inland Vessels/ Navy vessels /Merchant Ship as Lasker/ lascars certificate obtained from M.M.D/NINI/ respective State department. Should know swimming
8	Cook	Three year experience in Inland Vessels/ Navy vessels /Merchant Ship as Cook. Should know swimming
9	Electrician	Matriculation or equivalent, ITI in electrician from recognized institute, 02 yrs experience in relevant field. Should know swimming
10	Pipeline Asstt.	Secondary school certificate or equivalent, ITI in fitter, automobile/ diesel mechanic or equivalent, 02 yrs experience in relevant field. Should know swimming.
11	Crane Operator	Matriculation or equivalent should be valid heavy driving licenses & good knowledge of operation of heavy cranes as well as shore & floating cranes also motor mechanism with 02 yrs experience in relevant field. Should know swimming.

- l) No advance payment shall be admissible. No payment will be made for the period of absence from duty
- m) The acquaintance for the disbursement of the monthly wages of the crew supplied each month as per the consolidated wages in the tender shall be submitted to IWAI by 7th day of successive month for verification.
- n) IWAI reserve the right to terminate the contract of manpower supply any time before expiry of one year by issue of one month's 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 the deployed manpower before expiry of contract period he will have to give one-month notice, failure to do so will result in forfeiture of the deposited security amount.
- p) Running account bill shall be payable monthly to the contractor on submission of the bill along with documentary evidence of payment of wages to the crew members (through bank transfer only) and against deposits made by the contractor towards the statutory dues like ESI/EPF duly certified by the site-in-charge/officer-in-charge.
- q) In case of any damage caused to the Authority's Assets, POL, vessel or otherwise, due to negligence and carelessness by the manpower / vessel crew supplied by the contractor under this contract, the contractor has to compensate for such losses. The authority shall have the right to assess any damage caused to the assets of the authority and deduct the same from the bills of the contractor/ security deposit of the contractor.
- r) The Master of the vessel or DCO of dredger will be overall responsible for the safety of the vessel. When the vessel is berthed or moored the safety of the vessels is also to be ensured by the Crew. Crew shall be responsible for safekeeping of vessel during operation, waiting and idling. Duties of crew shall be standard and as assigned by the Director. All deployed crew shall have to stay on board the vessel of his duty both during day & night for safety of the vessel. The Master & Driver shall maintain the daily log i.e. deck & engine log provided for each vessel on which they are posted.
- s) The contractor shall also have to ensure that his supplied crew (Masters & Drivers) are regularly maintaining the deck and engine log books for ensuring fruitful and authentic utilization of the POL/consumable stores supplied which will also be verified with the electronic digital tracking system/log book.
- t) **The tenderer has to submit the bid which should cover his percentage of profit, overhead and administrative expenditure against the amount shown as monthly minimum wages as well as the statutory allowances which are to be paid to persons supplied and to concerned Authority for each category of personnel.**
- u) The rate as quoted shall be evaluated for number of different crew mentioned in the tender for a period of 1 year. The EMD, S.D. etc. shall be considered & deposited based on the no. of crew to be supplied at initial stage. The contractor shall provide additional number of crew of various categories as per Contract, if directed by the Engineer in charge, at the same rate during the currency of the contract.
- v) The rate for each category of personnel should be quoted as per Schedule of Quantities. Tender will

be disqualified if any specified category is not quoted. Rates should be quoted both in words and figures. Authority has no liabilities in respect of statutory dues, as per labour Act/ law applicable and contractor shall be liable for all statutory payments

- w) Contractor shall submit a panel of qualified, experienced and certificate holder crew as the case may be, to the Engineer in Charge who shall there from select crew as found suitable for deployment in different vessels. The Engineer In Charge shall have the discretionary power to accept or reject any crew supplied by the tenderer for the work but not found suitable by E-I-C for the job. Alternate crew duly approved by the Engineer-in-charge shall have to be supplied during absence/ leave of existing vessel crew. In case contractor fails to comply this clause, this would be sufficient cause for termination of contract.

PRICE BID FOR SUPPLY VESSEL CREW FOR PERIOD FROM JUNE 2016 TO MAY 2017 FOR NATIONAL WATERWAY -1

Sl.No.	Name of post	Qty.	Consolidated salary per person per month in Rs.	EPF,ESI, TA, DA Service Charge, etc. per person per month(Including all Taxes) in Rs.	Service Tax as applicable	Total Amount per month	Total Amount per year (JUNE 2016 TO MAY 2017)
	CATEGORY						
1	Dredge Supervisor	2					
2	Master II	2					
3	Master III	1					
4	Driver I	7					
5	Electrician	2					
6	Pipeline Assistant	1					
7	Crane Operator	2					
8	Seacunny	2					
9	Greaser	7					
10	Laskar	7					
11	Cook	6					
	Grant total in Rs.						

- The deployment shall be as per actual requirement.
Grand total (in figures) per month:-

Grand total (in figures) per year:-