



ICB-E-TENDER

FOR

PROCUREMENT OF A MULTI-UTILITY AMPHIBIAN DREDGER FOR
NW-2

Tender No. IWAI/MD/280/2018-19

INLAND WATERWAYS AUTHORITY OF INDIA

JULY, 2018

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NOTICE INVITING ICB-E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector 1, Gautam Buddh Nagar,

NOIDA 201 301

Tel (0120) 2543931, Fax (0120) 2544041

Web site: www.iwai.nic.in,

E-mail: vk.kureel@iwai.gov.in <https://eprocure.gov.in/eprocure/app>

NOTICE INVITING ICB-E-TENDER

The Inland Waterways Authority of India (IWAI) hereby invites online tenders/bids (Technical and Financial Bid) from bidders who experience in Supply and commissioning of multi-utility Amphibian Dredger of proven design and standard type/model. The dredger shall be supplied with satisfactory performance for commissioning at Guwahati as per details given below. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

Sl. No.	Description of work	Estimated cost (Rs.)	Bid Security (EMD) (Rs.)	Time for Supply
1.	Supply, Testing and Commissioning of a multi-utility Amphibian Dredger of proven design and standard model having satisfactory performance with one year builder warranty Dredging Capacity – capacity of min. 500 cum/hr (slurry) 20% concentration of solid by volume by cutter suction dredging arrangements for discharge of the dredged spoil through dredge pipelines or nozzles. The dredger also to be supplied with other attachments for excavation, weed removal, driving and removal of piles etc as per detail in the technical specification.	1000 lakhs	20 lakhs	6 months

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-

CRITICAL DATE SHEET

Publishing Date	21.07.2018
Pre Bid Meeting Date	01.08.2018 at 15:00 hrs
Bid Submission Closing Date	20.08.2018 upto 1500 hrs
Bid Opening Date	21.08.2018 at 1530 hrs

Applicant submitting the downloaded version would need to pay the cost of tender document for Rs 5000/- as per clause 19 of ITB.

2. Eligibility Criteria :

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

- (i) This invitation of bids is open to all bidders indigenous or internationally reputed firms engaged in design, construction, supply of dredger of similar types or any other dredger having standard and proven design and model/type which are operating satisfactory performance over a period of two years with minimum 2000 hrs operation.
 - (ii) The international (foreign) firm/company engaged for supply of dredger of standard and proven design with satisfactory performance may participate directly or through their authorised agencies/suppliers in India.
 - (iii) 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.
 - (iv) The bidder must have at least seven years' experience and satisfactory performance record for the design, construction and supply of dredgers of similar capacity or higher size/capacity.
3. 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.
 4. The Earnest Money as in Clause 17 of ITB (Information to Bidders) through RTGS for 50% of the amount and balance 50% through B.G. (Bank Guarantee) are to be deposited from Scheduled Bank of India or from a bank based outside India with a counter guarantee from Indian branch or any Indian Bank.

along with the bid. Tender fee and EMD must be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, NOIDA-201301.

5. Achieved average annual financial turnover during the last 3 years (2014-15, 2015-16, 2017-18) in case of indigenous bidder, ending 31st March of the previous financial year (in all cases of ship building works/supply of dredgers only) or wherever applicable in case of foreign bidders corresponding calendar year (2015, 2016,2017) at least Rs. 1000 lakhs or USD 1,538,500.00 or \$ 1,333,400.00 Euros.
6. The firm should have experience of having successfully completed similar works during last seven years ending last day of the month previous to the one in which bids are invited, either of the following:
 - a) Three similar completed works costing not less than Rs. 400 lakhs or USD 615,400.00 or 533,350.00 Euros (40% of estimated cost)
 - b) Two similar completed works costing not less than Rs. 500 lakhs or USD 770,000.00 \$ 769300 Euros (50% of estimated cost)
 - c) One similar completed work costing not less than Rs. 800 lakhs or USD \$ 1230800 & 1066700 Euros (80% of estimated cost)
7. The proposal, or any query or clarification on the bid document shall be submitted to the following address:

Chief Engineer III (Mech-Marine)
Inland Waterways Authority of India,
A-13, Sector-I,
Noida – 201 301

Tel (0120) 2474007, Fax (0120) 2544041/ 2522969
Email: vk.kureel@iwai.gov.in
Website : www.iwai.nic.in.
8. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Chief Engineer III (Mech-Marine)
IWAI

(SECTION-II)
INSTRUCTION TO BIDDERS & APPENDIX TO BID

Section II: Instructions to Bidders

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Section II

Instructions to Bidders (ITB)

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through 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/nCode/e-Mudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go thorough 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 through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the my favourites 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 EMD as specified in the tender. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:
 - i.) Name of Bank Account: IWAI FUND
 - ii.) Bank Name and Address Union Bank of India, Sector 15, Noida
 - iii.) Bank Account Number 513202050000007
 - iv.) IFSC UBIN0551325

A part of earnest money is acceptable in the form of Bank Guarantee also. In such cases 50% of Earnest Money or Rs. 20 lakh whichever is less, will have to be deposited through RTGS and balance can be accepted in form of Bank Guarantee issued by a Scheduled Bank. The original payment instruments should be submitted/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.
- 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 shall submit Tender FEE as applicable Tender fee for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:
 - i) Name of Bank Account: IWAI Fund

- ii) Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi
 - iii) Bank Account number: 90622150000086
 - iv) IFSC: SYNB0009062
- 20) The details of proof of accepted payment 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 viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

- 29) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 30) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 31) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 32) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:

Chief Engineer III (Mech-Marine)
Inland Waterways Authority of India,
A-13, Sector-1,
Noida – 201 301
Tel (0120) 2474007, Fax (0120) 2544041/ 2522969
Email: vk.kureel@iwai.gov.in
Website : www.iwai.nic.in.

A. General

1. Scope of Bid

- 1.1** The Owner (as defined in the Appendix to ITB) invites online bids for “ **Supply & Commissioning of a Multi-Utility Amphibian Dredger for NW-2**” to be delivered at Guwahati, NW-2 as described in these documents and referred to as “the works”.
- 1.2** The successful bidder will be expected to complete the works by the delivery schedule as follows:
- (i) Delivery of the Multi-utility Amphibian Dredger - within 6 (six) months from the Letter of Award.
- 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

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

3. Eligible Bidders

- 3.1** This Invitation for online Bids is open to all bidders engaged in Shipbuilding and has constructed vessels of similar type or vessels with similar or higher size/ capacity as already 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.

4. Qualification of the Bidder

- 4.1** This invitation for online bids is open to all manufacturers and their dealers registered with the applicable authorities under the appropriate laws in force for the time being in India.
- 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 and memorandum of understanding and Joint bidding agreement/consortium agreement between JV/consortium partners.
- (b) Total monetary value of similar works performed for each of the last seven years.
- (c) Experience certificate in works of a similar nature and size for each of the last seven years with satisfactory performance certificates from clients on client letter head.

- (d) Evidence of availability (either owned or leased or rented) of shipyard where the vessels are proposed to be built. The bidder to submit the details of the yard owned by them, in case the yard is on lease or rented, a copy of the lease or rent agreement to be enclosed as evidence. No change of yard or place of construction will be allowed.
- (e) Qualification and experience of key site management and technical personnel proposed for the contract.
- (f) Audited Annual Reports/Balance sheets on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last three financial years
- (g) Evidence of adequacy of working capital for this contract [access to line(s) of credit and availability of other financial resources].
- (h) Proposals for subcontracting components of the works amounting to more than 10% of the contract price.
- (i) 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;
- (j) Details of the contracts if any having delay in completing the work more than one year over and above contractual delivery period. In the event of no case, similar statement is to be submitted.
- (k) Valid income tax clearance certificate from Indian builder/supplier. In case of foreign supplier equivalent certificate is to be furnished.

4.3 Bids from firms/company jointly or consortium are allowed. Maximum number of JV/consortium partners shall be 2. 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

- a) Achieved average annual financial turnover during the last 3 years (2014-15, 2015-16, 2017-18), ending 31st March of the previous financial year (in all cases of ship building works/supply of dredgers only) or wherever applicable in case of foreign bidders corresponding calendar year (2015, 2016, 2017) at least Rs. 1000 lakhs or USD 1,538,500.00 or \$ 1,333,400.00 Euros.
- b) Satisfactorily completed, as a prime contractor of similar works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:
 - (i) Three similar completed works costing not less than Rs. 400 lakhs or USD 615,400.00 or 533,350.00 Euros (40% of estimated cost)
 - (ii) Two similar completed works costing not less than Rs. 500 lakhs or USD 770,000.00 \$ 769,300 Euros (50% of estimated cost)

- (iii) One similar completed work costing not less than Rs. 800 lakhs or USD 1230800 & 1066700 Euros (80% of estimated cost)

The similar work constitutes design, construction and supply of dredgers, or similar type of dredgers

(Escalation factor as specified in the appendix shall be used to bring the value of the such completed works at the level of current financial year i.e. 2018-19)

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.

(b) Each bidder must demonstrate:

(i) evidence of availability (either owned or leased or rented) of shipyard where the dredgers are proposed to be built. The bidder to submit the details of the yard owned by them, in case the yard is on lease or rented, a copy of the lease or rent agreement to be enclosed as evidence.

(ii) 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.

4.6 As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.

4.7 Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.

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. Instructions 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)

5. Technical Specifications

7.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 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 at the owner's address indicated in the Notice Inviting Tenders. The Owner will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Owner's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

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

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

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

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

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

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 an corrigendum/addendum into account in preparing their bids, the Owner shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 19.2.

C. Preparation of Bids

10. Language of Bid

- 10.1** 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 original payment instrument for the cost of the bidding documents must be uploaded.
- 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. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. A scanned affidavit affirming that information he has furnished in the bidding document is correct to be the best of his knowledge and belief must be uploaded. The original affidavit is to be deposited in the office before the bid submission closing date.
- VII. 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** All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 12.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

13. Currencies of Bid and Payment

- 13.1** The prices shall be quoted by the Indian bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees. In case these are imported, the rate shall be quoted in foreign currency and payment shall be made in foreign currency.

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 Bank Guarantee and RTGS as specified in the 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.

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

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.

21.1 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.

21.2 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.

21.3 After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 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.

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

21.5 At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 21.4 and the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening.

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 dredgers will be based on technical and financial evaluation.
- 25.2** Technical evaluation shall be based on the offer satisfying the 4 criteria.
- (i) Availability of vessel building facility along with infrastructure/machineries to justify the capability of the yard to construct and deliver the vessel to be furnished in the format given at **Appendix-1**. Documentary evidence of availability of vessel building facilities to be provided by the bidder or their dealer/agent participating in the bid.
 - (ii) Output of the shipyard in terms of number and cost of vessels during the preceding seven years from the date of receipt of the bid as specified in Notice inviting ICB-E-tender to be furnished in format given at **Appendix-2**.

(iii) Contract non-performance (during preceding 7 years) - to be furnished in format given at **Appendix-3**

(iv) Financial details

(a) Financial performance during preceding 7 years - to be furnished in format given at **Appendix-4**

(b) Annual construction turn over during preceding 3 years as specified in Notice inviting ICB-E-tender - to be furnished in format given at **Appendix- 5**

All the above Appendices should contain full information of last seven years. 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 by visiting the establishment/yard of the bidders 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 (landed cost basis as per cost schedule provided in this tender) received for the entire work i.e Supply & Commissioning of a Multi-Utility Amphibian Dredger for NW-2. For evaluation of the price quoted for supply if made in foreign currency this shall be converted into Indian Rupees at the rate of exchange prevailing on the date of opening of technical bid.

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.

The contract shall be awarded to L1 bidder (bidder having least cost).

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

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 yard and increase/decrease the work requirement.

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 a 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 be signed by the Owner and the successful Bidder within 15 days of issuance of Letter of Acceptance after the performance security has been furnished by the contractor as per provisions of clause 30.

28.4 Upon the signing of the agreement by the successful Bidder, 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 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Owner a Performance Security of 10 (Ten percent) of the Contract Price, for the period of 28 days after the expiry of defect liability period of 12 months.

30.2 The performance security shall be either in the form of a Bank Guarantee or Bank Draft in the name of the Owner, from a scheduled Bank. In case bank guarantee is issued by any foreign based branch, that bank guarantee must be counter guaranteed by any Indian branch or scheduled Bank of India.

30.3 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 and subsequent updates.

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 Chairperson, Inland Waterways Authority of India

(1.1) Supply & Commissioning of a Multi-Utility Amphibian Dredger for NW-2

(4.4 A) (b) The value shall be as mentioned in Bid Notice.
Escalation factor (for the cost of works completed during the last 7 years) may be taken as follows: [Cl. 4.4A(b)]

Year Before	Multiplying Factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61
Six	1.77
Seven	1.94

(8. 2.1) Place, Time and Date for pre-bid meeting are:

Place: NOIDA (will be intimated later, in case of change, if any)
Time XXXX hrs
Date XX.XX.2015

(10.1) Language of the bid is English

(11.1.v) Nil

(15.1) The amount of Earnest Money shall be as mentioned in NIT.

(15.2) The EMD/bid security which shall either be in the form of a Bank Guarantee, in the name of the Owner, from a National or Scheduled Bank of India or from a Foreign Bank in respect of International Bidders, Provided the same is counter granted by any Indian branch or Scheduled bank in India.

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

Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

- (19.1) The Owner's address for the purpose of Bid submission is Inland Waterways Authority of India, A-13, Sector-I, Noida – 201 301.
- (19.1) The deadline for submission of bids shall be:
Time & Date : As prescribed in Notice inviting ICB-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 security is:
Amount: 10 % of the contract price.
Validity Period: (i) Performance security shall be valid until a date 28 days after the expiry of Defect Liability Period.

Appendix – 1

Availability of vessel building facility including infrastructural facilities, machineries, etc. which will be utilized for the work under tender

Name & Address of the Ship Builder	Detailed Particulars		
(i) Building Dock/Slipway including fabrication/ construction bays (details including number, dimension, location and layout of shipyard to be given). Whether covered or open.			
(ii) Skids/Mould loft for modular construction (details including number, dimension and location to be given). Whether covered or open.			
(iii) Design and drawing office of own or tie up with experienced Design Consultant/ Naval Architect with brief resume			
(iv) List of workshop machinery, equipment. (i) CNC Machine (ii) Welding Sets (iii) Gas Cutting Sets (iv) Grinding Machine , Bending machines (v) Shot Blasting equipment (vi) Material handling equipment (vii) Machine Shop Machineries (viii) Paint Shop (ix) Any other details	Description	Make	Quantity
(v) Source of electric power, whether captive power unit available, if so, the details thereof.			
(vi) Facilities for doing outfitting job in afloat condition indicating location and area.			
(vii) bidder must have its inhouse QC/QA office in yard the yard QAP plan has to be attached with the Bid.			

APPENDIX – 2

OUTPUT OF THE SHIPYARD DURING PRECEDING 7 YEARS

Sl.No.	Name of the contract	Name and Address of employer	Cost of Work	Date of Award	Date of completion		Type of Dredger and specification
					Schedule	Actual	

APPENDIX – 3

CONTRACT NON-PERFORMANCE (DURING PRECEDING 7 YEARS)

Sl. No.	Name of Contract	Name and Address of employer	Date of award	Date of completion as per contract	Physical status	Reason for non-completion	Any revised date fixed for completion	Whether under Litigation

APPENDIX – 4

FINANCIAL PERFORMANCE (DURING PRECEDING 7 YEARS)

Sl. No.	Name of Contract	Name and Address of employer	Date of award	Cost of contract	Date of completion as per contract	Actual date of completion	Any cost overrun allowed indicating reasons	Revised cost if any

APPENDIX – 5

ANNUAL CONSTRUCTION TURNOVER (DURING PRECEDING 3 YEARS)

Year	Annual Turnover
2014-15	
2015-16	
2016-17	
Average annual turnover for 3 years	

This Appendix shall be duly certified by statutory auditor of the company.

- Financial year indicated above may also be calendar year if followed as FY in the bidder's registered country.

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

(A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated (The “**tender Document**” for “Supply & Commissioning of a Multi-Utility Amphibian Dredger for NW-2” (The “**Work**”)

(B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and

(C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. JV/Consortium

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

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 2013, in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

4. Role of the Parties

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

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

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for “**The Work**”, till such time as prescribed in accordance with the tender for “**The Work**”.

6. Shareholding

6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent toof the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the contractor.

a. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for “**The Work**”.

7. Representation of the Parties

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

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

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

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**The Work**” is achieved under and in accordance with the tender for “**The Work**” in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

10. Proposed distribution of Responsibilities

Sr. No.	Name of Member of JV	Percentage Share	Technical Responsibility	Financial Responsibility	Remarks
1	Lead Partner				
2	Member 2				

*The above details can be furnished as a separate document and shall be duly signed by the authorized signatory.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

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

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) _____

2) _____

Notes:

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

(SECTION-III)

**FORMS OF BID, INTEGRITY AGREEMENT & BANK
GUARANTEE AND COST SCHEDULE**

PART - I

TENDER ACCEPTANCE LETTER

(Form of bid/ tender acceptance to be given on Company Letter head along with
Technical bid)

Date:

**To,
Chief Engineer III (Mech-Marine)
Inland Waterways Authority of India,
A-13, Sector-I,
NOIDA – 201 301.**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

**Name of Tender / Work: Supply & Commissioning of a Multi-Utility Amphibian
Dredger for NW-2.**

Dear Sir,

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

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

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

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

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

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

6. Having examined the Bid Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Cost schedule for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy defects therein in conformity with the said bid documents.

7. We undertake, if our Bid is accepted, to commence the work immediately on receipt of the order to commence, and to complete and deliver the a dredger comprised in the Contract within the period stated in the bid hereto.

8. Bid Security of Rs. in the form ofis enclosed herewith.

9. If after the tender is accepted, we fail to execute the contract deed within 15 days of the receipt of the order to do so, I / We agree that IWAI shall without prejudice to any terms and conditions of the tender, forfeit the Bid Security absolutely.

10. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee/FDR to be jointly and severally bound on us, in accordance with the Conditions of Contract.

11. We agree to abide by this Bid for the period of One Hundred and Twenty (120) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any other person other than the person authorised by the Owner or use such information in any manner prejudicial to the safety and integrity of the works.

Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2018

Signature _____ in the capacity of _____ duly authorised ** with official seal

To sign Bid for and on behalf of

_____ **(In block capital letters)**

Address : _____

Signature of Witness _____

Name of witness _____

Address of witness _____

** Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

PART - II

**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 this day of 20.....

BETWEEN

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

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

AND

.....

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender No IWAI/MD/280/2018-19 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Supply & Commissioning of a Multi-Utility Amphibian Dredger for NW-2 at Guwahati” 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 endeavour 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 wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the 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 intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the 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 : Supply & Commissioning of a Multi-Utility Amphibian Dredger for NW-2.

Estimated cost of work: The work is estimated to cost Rs. 10.00 crore

(a) Earnest Money : Rs. 20.00 lakh

(b) Performance Guarantee & Security Deposit : 10% of tendered value.

SCHEDULE 'B': General Rules & Directions with reference to General Conditions of Contract: -

(i). Officer inviting tender: - Chief Engineer III (Mech-Marine)

(ii). Tender Accepting Authority:- Chairperson, IWAI

(iii). Time allowed for submission of Performance Guarantee as per clause 3.1 of GCC from the date of issue of letter of acceptance:- 10 days

(iv) Specifications to be followed:- As per the technical specification and other clause in the tender

FORM OF BANK GUARANTEE FOR BID SECURITY

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

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of _____ in the state/s of _____ herein called “the Tender”
KNOW ALL PEOPLE by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the ‘Bank’) are bound unto the Inland Waterways Authority of India (hereinafter called “the Owner”) in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 2015 and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of this written demand without the employer having no substantiate his demand.

The conditions of this obligation are:

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

Or

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

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

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To
The Chairperson
Inland waterways Authority of India
Ministry of Shipping, Govt. of India
A-13, Sector-1,
Noida(U.P.)
Pin- 201301

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Contractor**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for “**Procurement of a Multi-Utility Amphibian Dredger for NW-2**”, on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

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

2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this

present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Contractor** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(**Bank**) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 90 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may

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

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.

8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 20**

for

(Indicate the name of bank)

Signature.....

Name of the Officer

.....

Designation

Code No.

.....

Name of the bank and Branch

(SEAL)

AGREEMENT FORM
PROCUREMENT OF A MULTI-UTILITY AMPHIBIAN DREDGER FOR
NW-2
AGREEMENT
BETWEEN
INLAND WATERWAYS AUTHORITY OF INDIA
AND
CONTRACTING FIRM

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

WHEREAS IWAI is desirous of giving contract for **Procurement of a Multi-Utility Amphibian Dredger for NW-2** as per the work Order No.datedin accordance to the Technical specifications conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONTRACTING FIRM has agreed to undertake the Procurement of a Multi-Utility Amphibian Dredger for NW-2 on Terms and Conditions herein after set forth.

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

The Contractor shall undertake the **Procurement of a Multi-Utility Amphibian Dredger for NW-2** as per the work Order No.datedin accordance to the Technical specifications of the agreement attachment hereto all of which form part of the agreement.

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

- a) Notice inviting ICB-E-Tender
- b) Integrity Agreement
- c) Letter of Acceptance
- d) Condition of contract
- e) Schedule of the price bid
- f) Agreement form
- g) Technical Bid No. with Date.
- h) Addendums/Corrigenda
- i) Minutes of Pre-bid Meeting
- j) All Correspondence
- k)
- l)

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

On behalf of IWAI

On behalf of Contractor

Name & Signature of the
Authorised Representative

Name & Signature of the Authorised
Representative

Witnesses, IWAI

- 1)
- 2)

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

Witnesses of Contractor

- 1)
- 2)

Cost Schedule

(Supply of a Multi-Utility Amphibian Dredger with attachments)

Tender Inviting Authority : Inland Waterways Authority of India , Noida						
Name of Work: Supply & Commissioning of a Multi-Utility Amphibian Dredger for NW-2						
Tender No: IWAI/MD/280/2018-19						
Bidder Name :						
<u>COST SCHEDULE</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidders Name and Values only)						
Sl. No.	Description of work	Qty.	Unit	RATE for Amphibian Dredger In Figures To be entered by the Bidder		AMOUNT Rs. P
				Foreign Currency		
				Figures	Words	Foreign Currency
1.00	Supply, trial and commissioning of Multi-Utility Amphibian Dredger complete in every respect in accordance with the attached technical specification (including Hull inventory, various attachments, tools, 500 hrs spare parts and cost of shipment & transportation, taxes and duties etc if any.) to NW-2 at Guwahati	1.00	No.		Rupees/Foreign currency	0.00
Total in Figures				0.00		
Total in Words				Rupees/Foreign Currency		

Note

The bidder must quote the prices of equipment and spares on landed price basis inclusive of all taxes, trial and other terms and conditions mentioned in this document.

The Bidder shall quote for net DDP (delivery duty paid) at Guwahati.

(SECTION-IV)

CONDITIONS OF CONTRACT
(PART-I GENERAL CONDITIONS OF CONTRACT
AND CONTRACT DATA
PART-II SPECIAL CONDITIONS OF CONTRACT)

GENERAL CONDITIONS OF CONTRACT

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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 Chairperson, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- (iii)a **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (iii)b **Agent/Dealer :** A firm authorized by contractor (as defined above)/OEM (Original equipment manufacturer) to carry out works as defined in the tender on behalf of the contractor/ OEM.
- (iv) **Employer** means the Chairperson, Inland Waterways Authority of India and his successors.
- (v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairperson, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (viii) **Chairperson:** means Chairperson of Inland Waterways Authority of India.
- (ix) **Chief Engineer:** means the Chief Engineer III (Mech-Marine) of the Authority.
- (x) **Director** means the Director of the Authority, as the case may be.

- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiii) **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.
- (xiv) **Day** : means a calendar day beginning and ending at mid-night.
- (xv) **Week** : means seven consecutive calendar days
- (xvi) **Month** : means the one Calendar month.
- (xvii) **Site** means the waterway and / or other places through which the works are to be executed.
- (xviii) **Vessel** : An Amphibian Dredger to be delivered afloat in accordance with the contract.
- (xix) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawing approved in writing by the Engineer-in-Charge and shall also include drawings/ charts issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xx) **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.
- (xxi) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers.
- (xxiii) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

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

CLAUSE – 3: PERFORMANCE SECURITY/SECURITY DEPOSIT

- 3.1 The contractor shall be required to deposit an amount equal to 10% of the tendered value of the work as performance guarantee in the form an irrevocable bank guarantee from any scheduled bank or State Bank of India in accordance with the form prescribed within 10 days after receipt of the Letter of Acceptance.
- 3.2 Performance guarantee shall be initially valid up to 28 days beyond DLP (Defect Liability Period). In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 3.3 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full or in part and shall be absolutely at the disposal of the authority.

CLAUSE – 4: RELEASE OF PERFORMANCE SECURITY/SECURITY DEPOSIT

- (1) The performance security will be released to the contractor when the defect liability period is over, and the Engineer-in-charge has certified that the defects, if any, notified by the Engineer-in-charge to the contractor before the end of this period have been corrected.
- (2) No claim shall lie against the owner either in respect of interest or any depreciation in value of any security.
- (3) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairperson or his duly authorised representative to forfeit either in whole or in part, the performance security furnished by the contractor. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents in absolute “NO DEMAND CERTIFICATE” in the prescribed form, the Chairperson on behalf of the Authority shall refund the performance security to the contractor after deducting all costs and other expenses that the owner may have incurred and all dues and other money including all losses and damages which the owner is entitled to recover from the contractor.

CLAUSE – 5: RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTION OF THE CONTRACT

i) RISK IN BUILDING, SUPPLY AND COMMISSIONING OF DREDGER:

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The dredger and every constituent part thereof, whether in the possession or control of the contractor, his agents or employees or in the joint possession of the contractor, his agents or employees or purchaser, his agents or employees shall remain in every respect of at the risk of the contractor until its actual delivery to the representatives at the stipulated place or destination or, where so provided in the acceptance of tender, until its delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the dredger from any cause whatever while the dredger after approval by the inspector is awaiting delivery or is in the course of transit from the contractor to the consignee or, interim consignee as the case may be.

(ii) RESPONSIBILITY FOR COMPLETENESS:

In respect of any inspection and tests made by the inspector, the contractor shall be entirely responsible for the proper execution of the contract notwithstanding any approval, which may have been given by the inspector or the contractor. The dredger shall so built up, supplied and commissioned shall meet all the functional requirements as per the specifications mentioned in this tender.

Any fittings, accessories which may not be specially mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge.

(iii) SUBLETTING THE CONTRACT:

The contractor shall not assign, lease or sublet or cede this contract or the benefit hereof or any part thereof or any money payable hereunder or sublet the services to be rendered as aforesaid or any part thereof to any other person or company without the prior permission of the Owner certified in writing under the hands of the Owner and no assignment, lease, cession or subletting although so permitted shall exonerate the contractor from his liability under this contract and the Owner shall not be bound or required to take notice or give effect to any such assignment, lease, cession or subletting unless the same shall have been made with such permission as aforesaid PROVIDED ALWAYS the contractor may procure any necessary materials to be manufactured for the purposes of, this contract by any person, firm or company whose names shall have been submitted to and approved by Chairperson on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Contractor from any responsibility or obligations with reference to any such materials.

CLAUSE – 6: QUOTATION OF RATES BY CONTRACTOR

The price quoted by contractor shall be firm with no provision for any deviation as per in the cost schedule. The price shall include the cost of the material,

equipment, machineries (excluding import duty and custom duty if any which shall be paid on production of proof of deposit), dry docking, test & trial and delivery at Guwahati. In case the dredger is supplied by the foreign contractor as import cargo, the custom duty as applicable shall be paid extra.

Dry docking is not necessary, if the dredger is delivered as dry cargo. In case the same is delivered after sailing in the river/sea, dry docking shall be done at the sole cost of the builder. Accordingly, provision is to be made and rate to be quoted.

CLAUSE – 7: DELEGATION OF POWERS

The Chairperson on behalf of Authority may from time to time delegate to any person operations to be named by him such of the powers, authorities and discretion's vested in him by the contract as he may think fit and the contractor shall recognize such person or persons on written notice from the Chairperson of him 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 Chairperson on behalf of Authority shall not delegate the powers, authorities and discretion's conferred on him by the clause 31 hereof

CLAUSE – 8: CERTIFICATE AND FEES

All test certificates and other certificates are to be handed over to the owner or his representative on completion of the dredger by the contractor with the report that the dredger is ready for delivery. The contractor shall pay all the fees in connection with the certificates and all royalties or incur other fees during the building of the dredger.

CLAUSE – 9: CONTRACT PRICE

(a) CONTRACT PRICE:

Subject to any deduction and addition authorized by and to the other provisions of this contract, Owner shall pay to the contractor for the building, equipment, testing and delivery at specified destination, for the dredger including Dry Docking (import and customs Duty if applicable) and for all other works, matters, things and obligations to be executed, done, supplied and performed by the contractor under this contract including the provision of the hull inventory as specified (which said amount is herein called the contract price) by the time and in the manner following viz.

I. FOR INDIGENOUS SUPPLIERS:-

Payment for the dredger or for each delivery will be made to the contractor on submissions of bills in accordance with the laid down procedure, as detailed below:-

a. 90% of the contract price of each consignment delivered to the consignee or dispatched from a station in India shall be released in two stages. These are **1st stage** will be released for 80% of the contract price on production of an initial inspection note. The number and date of the Railway receipt or bill of lading under which the equipment charged for in the bill are dispatched should be quoted/attached with the bill. In the case of stores dispatched by sea, one copy of the bill of lading should be attached to the bill. In the case of deliveries direct to the consignee (otherwise than by rail or steamer) the contractor should by way of proof of delivery, furnish an acknowledgement of the stores by the consignee recorded on the relevant copies of the I/Note. **The 2nd stage payment** of 10% of the contract price shall be released after the arrival of the consignment in good condition at the place of delivery of the dredger. Final payment of 10% of the contract price shall be released after the successful test, trial and commissioning of the dredger.

b. The contractor furnishes the following certification:-

“ I/We have personally examined and verified and do here by certify that the goods in respect of which the payment is being claimed have been actually dispatched by me/us under R/R No. / B/L No. / Air Consignment Note No./ Postal Receipt No..... Dated..... duly drawn in favour of the consignees which is the genuine and mentioned in the bills and that I/We hold myself/ourselves personally responsible for the correctness of this statement.”

“I/We further certify that the above mentioned R/R No. / B/L No. / Air Consignment Note No.....dated..... has been forwarded to the consignee mentioned in the contract under registered post acknowledgment due on

The above certificate is to be signed by a duly authorized person of the firm and he should be the same as signing the bill. His designation and name of the firm on whose behalf he has signed the bill is required to be indicated below his dated signature.

c. Ten percent (10%) of the contract price of the equipment plus the cost of erection and commissioning, if any, on final inspection and test, or alternatively at the contractors option the full 100% after erection and commissioning and on final inspection and test.

In addition to his other remedies under the law and these conditions, the purchaser shall have a lien on each consignment in respect of which 90% payment has been made to secure repayment of this amount and recovery of any sum due from the contractor, should the equipment not be taken over.

II. FOR FOREIGN SUPPLIERS:-

Hundred percent (100%) payment shall be made against irrevocable letter of credit either through State Bank of India if exists in that country or through

National Bank of that country for net DDP (delivery duty paid) at Guwahati value as per details below:-

“Eighty percent (80%) net DDP price will be paid against delivery on board, inspection certificate (where applicable) and shipping & insurance documents till delivery at Guwahati. Balance 10% will be paid on successful delivery at site as defined in this document. Final 10% will be paid within 30 days after the successful completion of performance test in which the machine’s performance would have been demonstrated by the supplier or his agent, after commissioning at the consignees’ place and due certification by the authority and completion of all obligations required till due delivery of the Amphibian Dredger.

(b) SYSTEM OF PAYMENT:

Unless otherwise agreed in writing between Chairperson on behalf of Authority and the Contractor payment for the works shall be made by Chairperson on behalf of Authority, in clause 14 (a) upon production of the certificate of the inspector appointed by owner for the inspection of the construction of the dredger against the installment due. The contractor must submit the bills and necessary documents allowing 30 days from the date of submission for the payment of installment subject to the condition that the amount of an installment payment shall in no case exceed the value of the work done.

CLAUSE – 10: 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 finalisation 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 – 11: INDEMNITY

(1) The contractor shall at all-time indemnify the owner against all claims which may be made in respect of the dredger for infringement of any right

protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the owner, the owner shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.

(2) The contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent of trade mark for fulfillment of the contract.

CLAUSE – 12: TESTS

12.1 The contractor shall be solely responsible for :

- i) Carrying out the mandatory tests prescribed as per ship building practice and
- ii) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

12.2 If the Owner instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

CLAUSE – 13: CURRENCIES

All payments will be made in Indian Rupees for Indigenous supplier and in foreign currency for foreign supplier for supply of a multi utility dredger with accessories.

CLAUSE – 14: 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 – 15: CONTRACT DOCUMENTS

- 15.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English.
- 15.2 The Contractor shall be furnished free of charge certified true copy of the contract document.
- 15.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good condition and the same shall at all

reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.

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

CLAUSE – 16: DISCREPANCIES AND ADJUSTMENT OF ERRORS

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

- (a) Description in the Schedule of Quantities and Prices.
- (b) Relevant Specifications and Special Conditions, if any.
- (c) Drawings.
- (d) Indian Standards Specifications of BIS.

16.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the correct intent and meaning of the drawings and specifications shall be final and binding.

16.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to drawings and specifications or from any of his obligations under the contract.

16.4 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-17: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE

- 17.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/ parts to be used or workmanship achieved in connection with the works.
- 17.2 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.
- 17.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 17.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE – 18: 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 – 19: FACILITIES TO OTHER CONTRACTORS

The contractors shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any

other agency properly authorised by Authority or any statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

CLAUSE – 20: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 45 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-45.

CLAUSE – 21: COMMENCEMENT OF WORK

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

CLAUSE – 22: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.

- 22.1 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 designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 22.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:
- (a) Specifications or revisions thereof other than standard printed specifications and charts/drawings issued to the contractor from time to time
 - (b) Explanations, instructions etc.

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

- 22.3 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 – 23: SETTING OUT THE WORKS

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

CLAUSE – 24: 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 – 17.

CLAUSE – 25: DEVIATIONS, VARIATIONS, EXTENT AND PRICING

- 25.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs 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 in case of non-availability of a portion of the site 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.
- 25.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:
- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
 - (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Competent Authority.
- 25.3 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis

of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 25.4 In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.
- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- 25.5 In the case of contract items, substituted items, contract cum substituted items, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
- 25.6 The provisions of the paragraph 25.4 above shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'B', and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 25.7 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated/Extra/Substituted items.

CLAUSE - 26: CONTRACTOR'S SUPERVISION

- 26.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, a qualified and experienced Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall supervise the execution of the works with such additional assistance in each trade, as the work involved shall require and considered essential by the

Engineer-in-Charge. Further the directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.

- 26.2 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 - 27: INSTRUCTIONS AND NOTICE

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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).
- 27.5 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.

CLAUSE -28: PLANT AND EQUIPMENT

- 28.1 . The Contractors shall provide and install all additional necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.
- 28.2 The contractor shall operate, maintain, repair and safeguard the plants and equipments during the tenancy of the contract in accordance with terms and conditions, specifications of the contract and instructions of the Engineer in Charge.

- 28.3 Subject to the availability of any item(s), plant, equipment and machinery the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre- determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

CLAUSE – 29: PATENT RIGHTS

The contractor shall indemnify the Authority, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Authority or any agent, servant or employee of the Authority in respect of any such materials as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnification shall not apply when such infringement has taken place in complying with the specific directions issued by the Authority but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursement to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.

CLAUSE – 30: MATERIALS

- 30.1 The contractor shall at his own expenses provide / arrange all materials required for the bona-fide use on work under the contract.
- 30.2 All materials/parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his own cost, the materials/parts as may be specified by the Engineer-in-Charge. Further the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of materials/parts consumed in such tests and also the expenses incurred thereon including the cost of the testing charges, shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.
- 30.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials/parts intended to be used in the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

CLAUSE - 31: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 32: WATCH & WARD AND LIGHTING

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watch & ward when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

CLAUSE - 33: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 33.1 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.
- 33.2 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 - 34: LABOUR

- 34.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor on the work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued there-from from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.
- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairperson 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.

- 34.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.
 - ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- 34.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.
- 34.4 The Contractor shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:
- i) Payment of Wages Act, 1936 (Amended)
 - ii) Minimum Wages Act, 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) Maternity Benefit Act. 1961 (Amended)
 - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - viii) The Industrial Disputes Act. 1947 (Amended)
 - ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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

- 35.5 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in- Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 34.6 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.
- 34.7 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-34.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Acts/Laws stipulated in Clause-25.4 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Clause 25.4 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under Sub-Clause 34.4 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 34.8 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 34.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

- 34.9 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.
- 34.10 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 34.11 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules referred in clause 34.4 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 34.4 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.
- 34.12 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulations.
- 34.13 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.

- 34.14 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.
- 34.15 The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.
- 34.16 **Release of Security deposit after labour clearance:** Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed, the contractor shall apply for clearance certificate to the Labour Officer under intimation to Engineer-in-Charge. The Engineer-in-Charge on the receipt of such communication shall write to Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending on record till after three months after completion of work and/or no communication is received from Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the security deposit will be released if otherwise due.

CLAUSE – 35: MATERIALS OBTAINED FROM EXCAVATION SUCH AS COINS, FOSSILS, ETC.

- 35.1 Materials of any kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge.
- 35.1 However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.
- 35.2 Fossils, coins, articles of value, structures and other remains or things of geological or archeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.

CLAUSE – 36: FORCE MAJEURE

- 36.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 36.2 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.
- 36.3 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 - 37: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

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

contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.

CLAUSE – 38: CONTRACTOR'S LIABILITY AND INSURANCE

- 38.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 38.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause – 38.2 (i) above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 38.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at any time either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.

- 38.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 38.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 38.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - ii) Property liability limits for each accident not less than Rs. 1,00,000 ;
 - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with

the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

CLAUSE – 39: SUSPENSION OF WORKS

- 39.1 The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary.
- 39.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
- (a) On account of any default on the part of the contractor or
 - (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
 - (c) For the safety of the works or part thereof.
- 39.3 The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- 39.4 If the suspension is ordered for the reasons under the Clause 39.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part

CLAUSE – 40: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority 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 – 41: 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- 42: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR

42.1 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.

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) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
- (b) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.

42.2 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 tendered value of the work.

- 42.3 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 value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. 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.
- 42.4 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 42.5 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
- 42.6 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 - 43: COMPLETION TIME AND EXTENSIONS

- 43.1 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.
- 43.2 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work.
- 43.3 However, if the work (s) be delayed by:-

- (i) Force majeure as per clause 36, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- (vi) Non-availability of stores, which are the responsibility of Government to supply or
- (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or
- (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

- 43.4 In case the cost of the work is more than 10 crores then the total scope of work will be divided into milestones. The contractor shall submit a Time & Progress chart for each milestone and get it approved by the competent authority.
- 43.5 Request for rescheduling of Mile stones and 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.
- 43.6 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.
- 43.7 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 – 44: LIQUIDATED DAMAGES FOR DELAY

- 44.1 If the contractor fails to maintain the required progress in terms of clause 34 or to complete the work on or before the date of completion as per the contract or extended date of completion, he shall, without prejudice to any other right or

remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below.

- (i) Liquidated Damages - @ 2.5 % per month of delay
for delay of work - to be computed on per day basis

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

The competent authority (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 43 or that the work remains incomplete.

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.

44.2 In case of contracts having tendered amount more than 10 crores, if the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 43.5, the amount shown against that milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

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

CLAUSE – 45: WHEN THE CONTRACT CAN BE DETERMINED

45.1 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, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) 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 – 46: INSPECTION AND APPROVAL

- 46.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the

quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

- 46.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.
- 46.3 Periodic inspection will be carried out by the EIC or his representative. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection

CLAUSE – 47: COMPLETION CERTIFICATE AND COMPLETION PLANS

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

temporary arrangements then the contractor shall on demand pay the amount of such excess expenditure.

47.3 The contractor shall submit the completion plans of the work wherever required within 30 days of the completion of work. In case the contractor fails to submit completion plans as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15000/- (Rupees fifteen thousand only) as may be fixed by Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

CLAUSE - 48: MEASUREMENTS

48.1 The Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

48.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.

48.3 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, in such eventuality the measurements taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.

48.4 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

48.5 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in-Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

CLAUSE – 49: TAXES, DUTIES AND LEVIES ETC.

49.1 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. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc.

CLAUSE-50: TAX DEDUCTION AT SOURCE

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

CLAUSE – 51: PAYMENT OF FINAL BILL

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

CLAUSE - 52: OVER PAYMENTS AND UNDER PAYMENTS

- 52.1 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 anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.
- 52.2 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 not- withstanding 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 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 52.3 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.
- 52.4 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.

52.5 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 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE – 53: FINALITY CLAUSE

It shall be accepted as an inseparable part of the contract that in matters regarding design, materials, workmanship, removal of improper work, interpretation of the contract drawings and 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 – 54: 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 - 55 SETTLEMENT OF DISPUTES & ARBITRATION.

55.1 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 Chairperson, 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 Chairperson, 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 Chairperson, IWAI for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

55.2 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 Chairperson, IWAI.

55.3 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 Chairperson, 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 Chairperson, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

55.4 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 Chairperson 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.

55.5 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.

55.6 The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.

- 55.7 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.
- 55.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 55.9 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.
- 55.10 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.
- 55.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 2015 and subsequent amendments 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.

CLAUSE - 56 : CLAIMS

- 56.1 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.
- 56.2 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.
- 56.3 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 57: INTEREST

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

CLAUSE 58: 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 stated and it may not be a cause of disqualifying the firm. If the declaration is not given, the bids shall be rejected as non-responsive.

PART - II

SPECIAL CONDITIONS OF CONTRACT

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PART - II

SPECIAL CONDITIONS OF CONTRACT

1. PERFORMANCE OF THE WORK:

The work shall be performed at the place or places named in the tender or at such other places or places as may be approved by the Owner.

2. SPECIFICATION:

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the contractor's tender to supply the dredger in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the owner on the ground that the contractor did not examine or acquaint himself with such particulars.

3. GUARANTEE FOR THE MAIN ENGINES AND EQUIPMENTS SUPPLIED

The contractor will be required to obtain and furnish a guarantee for the main engines and auxiliaries, machineries fitted on the dredger to the effect that General spares suppliers will be in a position to supply the spare parts of the engines and gear boxes and other machineries and the spares will continue to be available from the stock for a period of at least seven years from the date of the receipt of the machineries and equipment.

4. MISTAKE IN DRAWINGS:

The contractor will be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Owner or not, provided that such discrepancies, error or omission be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Owner. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

5. VARIATIONS (i.e. MODIFICATIONS) IN DESIGN AND DIMENSION:

Should any alterations in or additions to the works as specified in the said specifications not involving extra cost to the Contractor be considered necessary or expedient by the Contract or by the owner or the Inspecting Owner or Officer and be mutually agreed on in the writing the Contractor shall execute the same without any charge beyond the Contract Price. But if the owner shall desire any alteration or additions involving extra cost to the contractor before executing the same shall tender to the owner a written offer stating the nature and cost of such alterations or additions and the extension of time if any required for making them and if the owner shall accept the said offer and allow such

extension of time in writing the Contractor shall be bound to execute the work. No extra work shall be executed by the Contractor or if executed shall be paid for to the Contractor except such as may be embraced in such offer and acceptance. The Contractor shall allow the owner the value as shall be mutually agreed in writing or any materials and value as shall be mutually agreed in writing or any material and workmanship dispensed with by any such alterations or additions.

Provided that no such variations shall except with the instructions from the Inspector as to carry out the work which either then or later will in the opinion of the contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible after receipt of instructions aforesaid advice the Inspector to that effect.

6. APPROVAL OF DRAWINGS WITH CONSENT OF OWNER

In case the dredger is constructed based on the standard & proven design no further approval to the detail drawings for construction shall be required. However, the G.A plan may require the approval of statutory body for registration. In case the dredger shall be constructed with new design, the detailed drawings so prepared from the general arrangements drawing should be got approved from owner or his authorised officer. Approved statutory body/ Society if engaged will give approval of all construction drawings. However, other drawings such as General Arrangement, Machinery layout, system control drawings and particular of all equipment to be installed shall be forwarded to owner or his authorized Officer for his approval. Copies of all drawings to be sent to the owner, IWAI will be the Owner of such design and drawings of the dredger.

7. CONTRACTOR TO CONSTRUCT, EQUIP, TEST AND DELIVER THE DREDGER.

Subject to and in accordance with the provisions of the Contract, the Contractor shall in the best and most workman like manner and with material, thing and workmanship respectively of the best kinds build, equip and test to the satisfaction of the Owner and deliver to the representative in the condition provided by this Contract, the dredger of the description dimensions containing the accommodation and supplied with all apparatus, permanent and temporary fittings, outfit and gear and the spare gear mentioned and described in or to be informed from the modifications hereto attached and from the specifications furnished by the Contractor and accepted by him (Owner) for the purposes of this Contract, both of which hereinafter called the said specifications hereto attached and from the plan or plans which have for purposes of identification been signed on behalf of the Owner and by the Contractor and shall supply and deliver as hereinafter mentioned the spare parts as specified in all respects with this contract, the said specifications and the said plans, supplementary drawing, instructions and explanations as shall from time to time hereinafter be furnished and given by the contractor to and be approved by the Owner the contractor shall also in manner aforesaid when requested by the Owner supply further drawings and execute supply and complete to the satisfaction of the Owner all other works, materials and thing mentioned and described in or to be inferred from the said specifications and the said drawings furnished and given to and approved by the Owner shall provide to the satisfaction of the Owner, labour, superintendence, power, materials and things which shall be

requisite for the due performance, execution and completion of all and every work, matters and thing hereby contracted to be executed and done.

8. Contractor to include execution and supply of all work matters and things required by Owner for due performance of Contract:

This contract shall be deemed to comprise the design of **Amphibian Dredger**, construction, testing, installation of the equipment/machineries and delivery complete in working order in all respects of the dredger together with the equipment and all other things to be supplied in connection therewith and the due performance, execution and completion of all works, matters and thing necessary or proper for such construction, installation of equipment/machineries and delivery at the price hereinafter mentioned and accordingly the Contractor shall execute all works and find and supply all things which the Owner or the inspecting Owner or officer shall consider necessary proper according to the direction of the Owner or inspecting authority or officer and to their satisfaction according to the true intent and meaning of this Contract and not withstanding that any such work or things respectively may not be expressly mentioned or referred to in the said specification and the said plans and the Contractor shall not be entitled to any payment or allowance whatsoever in respect thereof unless such payment or allowance is, in the opinion of the Owner, occasioned on account of such modifications of the said Contract, as have been agreed to in writing by the Owner.

9. INSPECTION

(a) Obligation to carryout Inspector's instructions

The Contractor shall satisfy the Inspector that adequate provision has been made, (i) to carry out his instructions fully and with promptitude (ii) to ensure that parts required to be inspected before use are not used before inspection; and (iii) to prevent rejected parts being used in errors. Where parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approved before being used in the work.

(b) Inspection and testing during progress of work:

The Contractor shall offer the Owner or the Inspecting authority or Officer all proper and reasonable facilities for examining, inspecting and testing the materials, machinery and workmanship used or intended to be used or employed during the progress of the construction and installation of equipment of the dredger and on completion thereof shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testing. The Owner, the Inspecting authority or officer shall have access to the place or places where any part of the machinery or equipment is being constructed or is stored at all reasonable times during the execution of this Contract and in case any part of the work shall have been covered or closed without previous inspection the Contractor shall if required open such part or parts wherever necessary to enable the Owner or Inspecting authority or Officer to inspect the part so opened up at the expense of the Contractor.

(c) Intimation for Inspection & Cost involved

The Contractor shall inform the Inspector in writing when any portion of the work is ready for inspection, giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work. No portion of the work shall be considered completed in accordance with the terms of the contract until the Inspector shall have certified in writing that it has been inspected, and approved by him. The expense incurred in the inspection and / or tests at the place agreed upon the contract will be defrayed by the owner, provided that the results are the event of inspection and or tests providing unsatisfactory and resulting in the non-acceptance of the plan/structure or any portion thereof, the cost of such re-inspection and / or tests shall be borne by the contractor.

10. Replacement of defective work, material and fittings

All materials, machinery and workmanship used and employed in carrying out this Contract shall be to the entire satisfaction of the Owner or the Inspecting Owner or Officer. Any portion or portions of the material, machinery or any of the works done under this Contract which may be considered by the Owner or the Inspecting Owner or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the dredger shall be replaced in a manner satisfactory to the Owner or the Inspecting Owner or Officer at the sole expense of the Contractor.

If the Inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the Contractor notice thereof and the Contractor shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the Inspector shall be the judge), the owner may reject and replace at the cost of the contractor the whole or any portion of the work as the case may be, which is defective or fails to fulfil the requirement or the contract. Such replacement shall be carried out by the Owner within a reasonable time to the same specifications and under competitive conditions. The Contractor's full and

extreme liability under this clause shall be satisfied by the payment to the owner, of the extra cost, if any, of such replacement delivered and / or constructed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the Owner, under the provisions above mentioned, for such replacement and the contract price for the work so replaced, and the repayment of any sum paid by the owner to the Contractor in respect of such defective work. Should the Owner not so replace the rejected work within reasonable time, the Contractor's full and extra liability under this clause shall be satisfied by the repaying of all money paid by the Owner to him in respect of such work.

11. TRIALS

Forthwith after the completion of the dredger in strict conformity with the Technical specifications under this contract the dredger shall undergo, in the presence of the Owner and the Inspecting Authority or Officer or their representative trials near the yards of construction or any other places as mutually agreed upon in accordance with the provisions of the specifications and as directed by the Owner or the Inspecting Authority or Officer.

The said trials shall be at the sole expenses and risk of the Contractor who shall pay and discharge all costs and bear all liabilities whatever arising out of the same. The contractor shall supply all crew and officers, fuel, gear and equipment required for the trials, all at his own expenses and shall also be responsible for all risks to the dredger and other craft or to any person or property during the continuance of such trials and make good any damage which may arise in consequence thereof and indemnify the owner and his Officers / and servants therefrom and from all claims, action, suits and proceedings and all costs, charges and expenses in respect thereof or in any way arising there out or incidental thereto. Provided that all claims in respect of the owner shall meet the employee's representatives of the Owner.

12. DELIVERY

(a) Preparing for voyage and delivery

Immediately after completion of satisfactory trials the Contractor shall proceed to make the dredger ready for the delivery at specified destination and shall thereupon deliver the dredger or cause the same to be delivered in a proper and seaman like manner at their own risk at the said specified destination and deliver the same in the charge of the representative in such suitable place and position as may be indicated by him complete with all necessary certificates and licences and in a good, complete and satisfactory condition of repair, fair wear and tear, consequent on the voyage accepted and with all stores and equipments in the specification mentioned or herein provided for on board, any damages incurred (other than fair wear and tear) or defects discovered during such navigation being made good by the Contractor at his own expenses prior to such last mentioned delivery. A sufficient crew and all engines and other necessary and usual stores and equipment are to be provided for the delivery by the Contractor and all costs and charges of every description in connection with the delivery are to be borne by the Contractor and all dock, canal and harbour dues and charges are to be paid by him.

The contractor shall comply with all Department of Shipping Rules, if any, and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone where by the cost of insurance premium is increased. Should the cost of insurance be in any way increased by the failure of the contractor to meet such requirements, any such increased cost shall be borne by the contractor.

(b) Spare Parts

The spare parts for 500 hrs operation of vessel are required to be supplied along with the dredger at the cost of the contractor. A list of spares parts recommended for first 2000 hrs of operation including identification number of parts are to be given separately for conservation of owner.

Should it be necessary for the Contractor to send any of the spare parts by the separate means, the contractor shall be responsible for the cost of delivery and also for the proper packing, storage and protection whilst on the board and for their subsequent reception and delivery to the representative.

(c) Provision as to Trials

As soon as the dredger shall have been re-equipped and made ready for work to the satisfaction of the representative it shall then undergo such trial as their representative may require to demonstrate that neither the hull, machinery nor any other parts of the dredger have been damaged during the delivery and that all are in good working order and that the dredger is upto the standard required when working under local conditions. Any defect noticed during such trials shall be rectified by the Contractor to the satisfaction of the Owner / Inspector or the representative at the cost of the contractor.

(d) Dredger to be at Contractor's risk until the issue of certificate of delivery

The said delivery and re-equipment of the dredger at the specified destination shall be at the expense and risk of the contractor who shall pay and discharge all costs and liabilities thereof and connected therewith and shall continue to be responsible for the safety of the dredger until the Owner or his representative shall have accepted delivery thereof as hereinafter mentioned. If any loss (whether total or otherwise) shall be sustained or incurred by the dredger by any means or from any cause either during the delivery or before acceptance by the Owner then and in any such case the Contractor shall at his own expenses forthwith make good such loss subject in the case of total of constructive total loss to the provision of this contract.

(e) As to acceptance of delivery

When and as soon as the dredger shall have been duly re-equipped and made ready for work in accordance with the specifications and shall be in a complete and satisfactory condition with their certificates, licences and outfits and spare gears enumerated in the specifications on board then the dredger shall be delivered to the representative of Owner who shall there upon give to the Contractor or to such other persons who may be appointed by the contractor to receive the certificates of such delivery and of the date thereof and the granting of such delivery and of the date thereof and the granting of such certificates shall along be evidence of the acceptance by the owner of the delivery and of the date thereof.

(f) Power for representative to dismantle and re-equip the dredger in default of Contractor

If after the arrival of the dredger at the specified destination the contractor shall fail to dismantle any equipment/machineries of the dredger and re-equip and make it ready in all respects for work to the satisfaction of the representative or shall in the opinion of the representative be carrying on such dismantling, re-equipment and making ready for work negligently, improperly or so slowly as to cause or be delayed then in any such case the representative on behalf of the Owner may without vitiating this Contract take the dredger out of the possession of the Contractor and employ any persons or workmen upon such terms as he may think fit to dismantle and re-equip the dredger and make it ready for work in accordance with the specifications under this Contract and to perform any of the other obligations of the contractor under this contract which shall remain to be performed and the contractor shall pay to owner such a sum as shall be certified in writing by the representative to represent to costs and expenses incurred by the owner or the representative by reason or in course of the exercise of any of the powers conferred on the representative under this clause or the owner may at his option deduct such sum from the contract price.

(g) Penalty for deficiency in speed of the dredger

The contractor shall give full guarantee in every respect in accordance with the provisions of the specifications for the construction of the fully river worthy dredger constructed out of the best material of international shipbuilding quality and workmanship with good stability as also for faultless execution of work in all its details. The total contract price of the dredger shall have to be affected or changed, by reason of the actual speed, as determined by trial runs, in accordance with the specifications, being less than the guaranteed speed under the terms of the attached specifications, if the actual speed is less than three-tenth (3/10) of knot below the aforementioned guaranteed speed. Minimum guarantee speed is 4 knots.

However, commencing with and including a decrease of three-tenth(3/10) of a knot in actual speed below the guaranteed speed of the dredger, the total contract price of the dredger shall be reduced for deficiency in speed as follows (but dis-regarding fractions of less than one-tenth(1/10), of knot):

For three-tenths (0.3) of a knot	1% of the basic cost of the dredger
For four-tenths (0.4) of a knot	3% of the basic cost of the dredger
For five-tenths (0.5) of a knot	5% of the basic cost of the dredger

If the deficiency in actual speed of the dredger upon said trial runs, is more than 0.5 knot i.e. 3.5 knot below the guaranteed speed as provided herein above, and the builder is not able to rectify even by an extension of the delivery period, then the owner at his option may reject the dredger and rescind this contract or may accept the vessel at a reduction in the price as may be agreed between the parties.

(h) Penalty for deficiency in draft of the dredger

The total contract price of the dredger has to be affected or changed by reason of the actual max. draft with full bunker, water, personnel and stores as determined by actual measurement in accordance with specification being more than that specified (0.7 m) in the attached specifications if the actual draft is more than 25mm.

However, commencing with and including an increase of 25mm in actual draft the total contract price of the dredger shall be reduced for deficiency in draft as follows:

Up to 25 mm above of draft 700mm: **3% of the basic cost of the dredger.**

Up to 50mm above of draft 700mm draft **5% of the basic cost of the dredger.**

If the actual draft of the dredger is more than 750 mm and contractor is not able to rectify even by an extension of delivery period, then the owner at his option may reject the dredger and rescind the contract or may accept the dredger at a reduction of the price as may be agreed between the parties.

13. Number of workmen and rate of progress to be increased on requisition of the Owner.

The contractor shall at all times during the progress of the construction and installation of equipment and machineries of the dredger and subject to the limits

of his control in the matter of labour employment and sufficient number of skilled workmen and labour employment and sufficient number of skilled workmen and labourers with necessary overlooks and proceed with the works hereby agreed to be executed (hereinafter referred to as the “workers with such despatch as in the opinion of the Owner or Inspecting Authority or Officer shall be necessary in order to secure the due completion of the dredger within the time limit for that purpose by the contract and shall also at times during the progress of the works upon being required to do so by the Owner or the Inspecting Authority or officers hasten the rate of progress of the dredger and of the work in accordance with any such requisition and to the satisfaction of the Owner or the Inspecting Authority Officer PROVIDED ALWAYS that nothing herein contained nor anything done or omitted to be done by the Owner or the inspecting Authority or officer on behalf of owner in pursuance hereof shall be deemed to release the Contractor from or diminish or affect obligation to complete the vessel within the limit by this Contract or their liability in respect thereof.

14. Defect Liability Period (DLP)

In the event of any defect being discovered in any part of the dredger, the machineries or equipment or fittings (which is not attributable to fair wear and tear of the dredger nor to improper management on the part of the official staff of the dredger during a period of 12 calendar months from the date of the delivery certificate, the Contractor shall supply to Owner or their representative at the specified destination new parts to replace any that may be proved to have been so defective or shall pay to Authority such sum as it would cost the Contractor to supply such parts for replacement from the Contractors works.’ The cost of receiving any such defective parts and or fitting such parts in replacement thereof shall be borne by the Contractor or be adjusted as liquidated damages from the security deposits/payment of last instalment of the contract price to such amount as it would in the opinion of the Owner have cost the contractor if the removing and replacing had been done at their works. The contractor shall also be entitled to have any workmanship or material claimed to be defective inspected by a representative to be appointed by them for that purpose or should the Contractor so require, Owner shall be bound to consign to the Contractor at his works in and at the Contractors expenses the parts claimed by the Owner to be defective so that the contractor may have an opportunity of satisfying himself as to the defect complained of and also be in position to operate his relief if any against any sub-contractor in respect of such defective parts.

15. Registration of Dredger

The Contractor shall give all such builders and other certificates and documents and do such other acts and things as may be necessary or proper on his part for the registration of the dredger in the name of the Owner to the representative or other agent of the Owner whom the Owner may appoint for that purpose. Failing this the Contractor must arrange for the dredger to proceed to the specified destination under a “Pass” from the appropriate authorities at any port and all fines payment or penalties which may become payable by the Owner, the

representative of the said agent by reason of any defect in such registration or during the delivery of the dredger to the specified destination shall be paid by the Contractor or may be deducted from the money payable to him under this contract and he shall indemnify the Owner, the representative and the said agent respectively there from and from all claims, actions, suits and proceeding and all costs, charges and expenses in respect thereof. Registration cost to be borne by contractor.

16. Insurance

The Contractor shall at his own cost fully insure and keep insured in the joint names of the Owner and the Contractor the dredger and the machineries, materials and thing used or intended for use in the construction and outfit thereof. Hull insurance and machinery insurance may be done by the Builder but the insurance cover should cover the effected payment as well as the extent of work completed. The contractor is also to keep insured the value of any modifications, additions and spare parts as may be agreed upon from time to time during the construction of the dredger.

The Policy/Policies shall be effected with reputable Insurance Company approved by the Govt. and shall comprise insurance against fire, launching and all other risks, accidents and damages excluding War Risk which for the time being can be covered by insurance during and after the construction of the dredger and while she remains in the harbour or the yard of construction or when engaged on or in connection with any trials made under this Contract as well as the perils of the river and all other risk of every kind including War Risk so far as they are insurable, or whilst lying therein or on a slipway or in a dry dock or being tried near thereto previous to being accepted by Owner and the Contractor shall from time to time (if from any cause the dredger shall not be delivered to and accepted by the Owner during the term of such policies) renew and said insurance and pay and continue to pay all premium which shall become payable in respect of such insurance and within seven days from the date when such renewed insurance is effected or premium paid shall deliver to the Owner the policy or policies thereof and the receipts for such premium PROVIDED ALWAYS that in case of default by the Contractor to keep up the said insurance or to effect any such renewal insurance as aforesaid then the Owner if they shall think fit shall be at liberty to do so and thereupon the Contractor shall repay the owner the amount of the premium paid by them or the Owner shall be at liberty at his option to deduct the amount thereof from any sums payable to the Contractor under this contract PROVIDED ALSO that nothing wherein contained nor anything done or omitted to be done by the Owner in pursuance hereof shall be deemed to release the Contractor from diminish or affect his obligation to keep the dredging machineries, materials and thing insured to the full amount of the value therefore from time to time in accordance herewith until her acceptance at the place of delivery mentioned in the Contract nor shall diminish or affect the liability of the Contractor in respect thereof. If any event shall happen giving rise to a claim under the insurance policy to be effected under this clause or if the dredger shall become a total or constructive total loss on the delivery to specified destination or after the arrival there and before the acceptance by the representative owing to perils of the river of other risks

insurance so far as they are insurable to be effected for the delivery at the specified destination the Owner without prejudice to the rights to have this contract performed within such extended time and at such price as may be mutually agreed and failing agreement determined by the Owner shall give the money which shall become payable under whichever of the said policies the claim shall arise and retain the same paying the contractor the difference between the aggregate of such sums as they may have previously paid the contractor under this contract and such total amount as the Owner may certify would have been payable to the contractor if this contract had been terminated. Provided that if the dredger is covered against War Risks the premium on the account shall be payable by Owner.

Additional special conditions of contract

S.No	GCC clause reference	Amendment
1.	Clause 6: Quotation of rates by contractor	<p>The price quoted by contractor shall be firm with no provision for any deviation as per in the cost schedule. The price shall include taxes and duties (if applicable), the cost of the material, equipment, machineries, dry docking, test & trial and delivery at Guwahati.</p> <p>Dry docking is not necessary, if the dredger is delivered as dry cargo. In case the same is delivered after sailing in the river/sea, dry docking shall be done at the sole cost of the builder. Accordingly, provision is to be made and rate to be quoted.</p>
2.	Clause 7: Delegation of powers	Deleted
3.	Clause 8: certificates and fees	<p>The following shall be read in addition to the existing clause.</p> <p>Supplier has to furnish.</p> <ol style="list-style-type: none"> Serial No. of good supplied Certificate of origin Quality certification Packing list Bill of lading Insurance <p>No payment shall be released without the availability of the documents mentioned above.</p>
4.	Clause 9: Contract Price (b) System of payment	<p>Unless otherwise agreed in writing payment for the works shall be made by Authority, in clause 14 (a) upon production of the certificate of the inspector appointed by owner for the inspection of the construction of the dredger against the installment due. The contractor must submit the bills and necessary documents allowing 30 days from the date of submission for the payment of installment, subject to the condition that the amount of an</p>

		installment payment shall in no case exceed the value of the work done.
5.	Clause 17: Duties and powers of the Engineer-in-charge representative.	Clause 17.3 Approvals or disapprovals of the work by representative of EIC shall be construed as approvals or disapprovals of work by EIC.
6.	Clause 21: Commencement of Work	Deleted
7.	Clause 26: Contractor's Supervision	Deleted
8.	Clause 28: Plant and Equipment	Deleted
9.	Clause 32: Watch & ward and lighting	Deleted
10.	Clause 33: Work during night or on Sundays and holidays	Deleted
11.	Clause 34: Labour	Since it is a supply contract law of land has to be followed by the bidder and shall be sole responsibility of the bidder to comply with all applicable laws. It is construed that the bidder indemnifies IWAI against any claim in this regard.
12.	Clause 35	Deleted
13.	Clause 39 Suspension of works	Employer reserves right to terminate the contract if the progress, quality is poor and it is found that sub-standard material is being used for building dredgers.
14.	Clause 42	Deleted
15.	Clause 48	Deleted

16.	Clause 50	Taxation matters regarding deduction and payment of taxes shall be dealt as per the client country tax policies applicable on domestic/foreign bidders.
17.	Clause 51	Deleted
18.	Clause 55	Clause 55.12 shall be added to existing clauses 55.12 In case of foreign bidders international arbitration procedures shall be adopted. However the arbitration shall be carried out in India only.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION OF AMPHIBIAN DREDGER

1. GENERAL	<p>Amphibian dredger to be supplied shall be able to perform independently dredging & excavation and other activities along with various attachments. It should have the ability with necessary arrangement for performing the intended duties on dry land, water and marshy land. The dredger should have self-propulsion for avoiding the assistance of any tug/workboat for its movement, anchor shifting etc. But should be able to be towed in an emergency situation or loss of engine.</p> <p>The Amphibious Dredger (AD) is proposed to be deployed mostly for dredging of virgin soils comprising conglomerate material of both cohesive and non-cohesive soils (clayey and non-clayey soils) embedded with gravel, cobbles and boulders. The AD should be capable of dredging the soil strata of cohesive and non-cohesive nature and provide production of capacity min. 500 cum/hr (slurry) 20% concentration of solid by volume measured in-situ.</p> <p>It should be suitable for operation in tropical conditions prevailing in NW-2 at Dhubri and Hatsinghimari and Ro-Ro route of Dhubri-Hatsinghimari and Neamati-Kamalabari.</p> <p>The major components of the Amphibian Dredger such as the main engine and dredge pump shall not be older than 2 years at the time of delivery of amphibian dredger at Guwahati. The contractor shall provide documentary evidence to substantiate the above-mentioned requirement.</p>
2. DUTIES	<p>Dredger shall be designed, constructed and equipped with necessary machineries and equipment along with other ancillary attachment suitable for this dredger.-</p> <p>Backhoe bucket</p> <ol style="list-style-type: none">1. Clamshell bucket (400-800 ltr)2. Dredging Bucket (Backhoe) (400-800 ltr)3. Clearing rake(2m-4m)4. Pile driver (for pole of 15m)5. Service Crane with gripper & Swivel head6. HDPE pipes (200m)7. HDPE pipe floaters (2 floaters for each length)8. Suction and Discharge Flexible hoses. <p>Capacities</p> <p>The Amphibion Cutter Suction Dredger is to be designed to operate in inland waters (NW-2) for maintaining the waterway during day and night if required.</p> <p>Note:</p>

	<p>*The dredger should have the capacity to dredge Fragmented rock of average size of 6 to10 mm. The backhoe bucket of the dredger is to be of sufficient strength to dredge both pretreated and treated rocks. * The Dredger must be able to launch on its own (without any crane assist) from trailer bed to land and to the water and vice-versa.</p>
<p>3. DESIGN, CONSTRUCTION AND PERFORMANCE</p>	<p>The dredger to be supplied shall be of any IACS member classification standards/ proven ,design/model with satisfactory performance for more than two years having minimum 2000 hrs yard operation. In this regard documentary evidences shall be provided along with performance report of the clients.</p>
<p>4. CONSTRUCTION OF THE HULL</p>	<p>The dredger shall be of multi pontoon or single pontoon with robust construction having adequate buoyancy and stability for performing the intended duties satisfactorily. The trim and stability information and data with certification of the consultant designer/statutory body as the case may be supplied as the proof of trim and stability. The hull shall be constructed with Marine quality steel all welded as per the ship building practice.</p> <p>Drawings, Instruction Manuals, etc. All drawings to be delivered in English unless something else agreed, by special reason The Builder will deliver main class drawings, workshop drawings, arrangement drawings, piping diagrams, outfitting drawings and stability/tonnage calculations required for registration.</p> <p>A copy of all Authority correspondence is to be sent to the Owner. The Builder shall provide the Vessel/Owner with 3 copies of “As Built” drawings as listed below in hard and soft copy as per standard industrial practice. The following drawings are to be framed and mounted on board, one of each:</p> <ol style="list-style-type: none"> 1. Capacity and tank plan 2. Safety plan (LSA, FFA) 3 General Arrangement plan <p>The Builder shall deliver 3 copies of all available Instruction Manuals and Service Manuals for all machinery and larger equipment components (3 in English).</p> <p>Further to be delivered: Approved stability booklet(if applicable) in hard copy and a soft copy in CD-ROM.</p> <p>The Builder shall also work out an Equipment specification with a brief description of all equipment and with a statement of Make, Type, Production No., Supplier with address, telephone No., Fax No., and other relevant information for effective maintenance of the ship. This information shall be delivered in paper and on a diskette produced in Word or Excel program.</p> <p>Builder shall ensure that the ship's crew have the necessary instructions on board for using the equipment fitted.</p> <p>Yard deliveries Following to be delivered by the Yard</p> <ol style="list-style-type: none"> 1. Towing wire

	<p>2. Consumables in excess of required for filling up systems and tests and trials.</p> <p>.</p> <p>3. Standard Spares provided / recommended by manufacturers of various equipment including Hull inventory, various attachments, tools, 500 hrs. spare parts.</p> <p>4 Mooring ropes and loose mooring equipment</p> <p>5. Hand tools</p> <p>6 Personal protection equipment</p> <p>NOTE- And other necessary minimum items essential at delivery and not limited to the above list.</p>
<p>5. PAINTING & PRESERVATION</p>	<p>Preparation (Blasting, Shop priming and Cleaning of Materials)</p> <p>Shot blasting and preparation: All steel materials used to build this ship shall be shot-blasted and cleaned according to Swedish Standard SA 2.5 before priming with zing silicate shop primer. All sharp edges on outside areas and in coated tanks to be ground to a radius of 2 mm. Lugs and steel pads on external hull, bulkheads and decks to be removed, and the surface to be ground flush. Cuts and scars to be repaired by welding and ground flush.</p> <p>Shop priming: All shot-blasted steel materials to be coated with low zinc primer. The top coat system to be compatible with the primer as specified and approved by the paint supplier.</p> <p>Where special coatings are to be applied the preparation and priming of steel materials to be carried out in accordance with the directions of the products manufacturer.</p> <p>Cleaning: Prior to applying each coat of paint, all surfaces to be thoroughly cleaned and free from scale, grease, moisture or any foreign matter. Owner to be notified in due course before coat is applied.</p> <p>Painting General:</p> <p>All painting work shall be carried out with good workmanship and according to common good practice. Painting and material protection will be carried out with brushing, rolling or spraying according to the paint manufacturer's recommendation for the different types of paint and material protection.</p> <p>Damage to the primer and the painting to be steel brushed and touched up. The paint to be applied as received from the manufacturer. Oils, thinner and other drying liquid shall not be</p>

	<p>added except when this is specified from the manufacturer. High pressure spraying is applied all over where it is practical. All areas to be touched up with undercoat paint before top coat is applied. This also applies for the equipment delivered and undercoated from the subcontractors.</p> <p>Parts of steel which shall be riveted or screwed together are to have red lead on the mating areas, but not in oil tanks. The given paint thickness is in dry condition. Other paint manufacturers with similar standard can be used as per maker list.</p> <p>Colors to be decided by the Owners, but the shipyard shall be helpful with making a color suggestion. Specified m thickness to be considered as minimum thicknesses.</p> <p>PAINT SCHEME TO BE DECIDED SEPARATELY WITH OWNER.</p>																														
<p>6. PRINCIPAL DIMENSION AND OTHER TECHNICAL PARAMETERS</p>	<p>The principal dimension of the dredger along with cutter ladder/boom shall be as follows:-</p> <p>The general arrangement and installation of all the machineries equipment and attachment should be considered for safe and efficient operation of the dredger. The hull shall have the handrails and other arrangement along with standard deck fittings including the required bollards and other mooring arrangement. The proper arrangement for attaching and de-attaching the site pontoons if provided shall be ensured. Dredging through cutter suction arrangement shall be operated with suitable spuds (preferably two nos. with tilting arrangement). The navigation mast shall be collapsible type for passage under low lying bridges.</p> <p>Main Particulars</p> <table border="1" data-bbox="600 1240 1458 2009"> <tr> <td>Length over all</td> <td>10-12 m (without boom)</td> </tr> <tr> <td>Breadth, Molded</td> <td>2.5-3.5 m</td> </tr> <tr> <td>Depth, Molded</td> <td>1.5 m (max.)</td> </tr> <tr> <td>Draft Molded</td> <td>0.7 m (max.)</td> </tr> <tr> <td>Speed</td> <td>4 knots (min.)</td> </tr> <tr> <td>Engine capacity mounted</td> <td>160KW/208HP (min.)</td> </tr> <tr> <td>Dredging Depth</td> <td>6m</td> </tr> <tr> <td>Dredging output</td> <td>capacity min. 500 cum/hr (slurry) 20% concentration of solid by volume</td> </tr> <tr> <td>Delivery distance</td> <td>1500 m (min.)</td> </tr> <tr> <td>Cutter Head</td> <td>600mm, Hydraulically driven</td> </tr> <tr> <td>Delivery pipe</td> <td>8" , HDPE pipe 200m length with floaters 2 no.s on each pipe length. Dredger hose with front support</td> </tr> <tr> <td>Swing range</td> <td>175⁰ – 180⁰ each (right and left)</td> </tr> <tr> <td>Fuel tank capacity</td> <td>1000 ltrs (min)</td> </tr> <tr> <td>Endurance</td> <td>10 days (8hrs/day of continuous dredging) 5 days (streaming)</td> </tr> <tr> <td>Suction pump</td> <td>Robust Hydraulic drive variable load suitable for required dredging output capacity. With filters on both suction and return line</td> </tr> </table>	Length over all	10-12 m (without boom)	Breadth, Molded	2.5-3.5 m	Depth, Molded	1.5 m (max.)	Draft Molded	0.7 m (max.)	Speed	4 knots (min.)	Engine capacity mounted	160KW/208HP (min.)	Dredging Depth	6m	Dredging output	capacity min. 500 cum/hr (slurry) 20% concentration of solid by volume	Delivery distance	1500 m (min.)	Cutter Head	600mm, Hydraulically driven	Delivery pipe	8" , HDPE pipe 200m length with floaters 2 no.s on each pipe length. Dredger hose with front support	Swing range	175 ⁰ – 180 ⁰ each (right and left)	Fuel tank capacity	1000 ltrs (min)	Endurance	10 days (8hrs/day of continuous dredging) 5 days (streaming)	Suction pump	Robust Hydraulic drive variable load suitable for required dredging output capacity. With filters on both suction and return line
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	Propulsion Package	(suitable to design)
	Suction Dredge Pump	capacity (min.) 500 cum/hr (slurry) 20% concentration of solid by volume
	<p>(a) The following tropical design conditions are to be taken into account:-</p> <ul style="list-style-type: none"> - Maximum ambient temperature 50⁰C. - Temperature in machinery spaces not to exceed 50⁰C. - Minimum outside air temperature 5⁰C. - Relative humidity 90%. - Maximum sea water temperature 37⁰C. - Maximum velocity of current for dredge mode 3 knots. <p>The vessel is to be designed for working in a maximum current of 1.0 m during dredging operations.</p> <p>*The Mast, Spuds and stabilizers must be foldable type to enable the dredger underpass the low height bridges.</p> <p>*The vessel can have detachable type arrangements for easy transportation in a 48ft. long trailer.</p>	
7. PROPULSION SYSTEM	The dredger shall have self-propulsion system, suitable to builder's design, as mentioned for carrying out the dredging, excavation and various other activities without the assistance of any workboat/tug or heave up boat. The maximum speed in this regard shall be 4-6 knots. The propulsion is to be arranged from the main engine installed for dredging operation through hydraulic or any other system. In case independent propulsion engine is provided the draft and various other parameters shall be within the as specified. In order to mobilize the dredger for a longer distance/higher speed suitable towing arrangements for towing/pushing activity shall be provided.	
8. MACHINERIES & EQUIPMENT	The marine quality of standard make and type of main engine as per the dredging requirement (suction dredge pump - capacity min. 500 cum/hr (slurry) 20% concentration of solid by volume shall be installed for the various activities as mentioned including the propulsion system. The engine should be equipped with all the necessary facilities having direct electric starting and stopping system, cooling, lubrication and other arrangements as necessary. The automation as necessary may be provided wherever feasible taking into consideration its operation in tropical areas.	
9. HYDRAULIC SYSTEM	Hydraulic system of adequate capacity shall be provided for excavator, Cutter pump, propulsions, various systems/equipment, attachment and control of stabilizers.	
10. CUTTER SUCTION MACHINERY	Cutter suction dredging arrangement should be suitable for silt, sand, mud and sludge. All the machineries for dredging through cutter suction should be of standard design and suitable size. Accordingly, the cutters, suction pump, nozzles, dredge, hose pipes shall be provided as per the requirement.	
11. WHEEL HOUSE/CONTROL CABIN	Properly designed control cabin shall be installed for carrying out the dredging operation efficiently along with control of all the machineries, hydraulic equipment etc by a single operator. Accordingly, the adjustable sitting arrangement with control console is to be provided having all the gauges for hydraulics systems, main engine, controls along with air conditioning, ventilation etc.	

	<p>A dredging operator's console, complying with the above general descriptions, comprises the components for manual control and presentation of: Vacuum and pressure meters for dredge pump. Hydraulic pressure remote indicators on bridge. Cutter Spuds Pump drives instrumentation as per above General dredging operational components such as telephones, search lights, deck lighting, etc. <u>Engine Room Control Console:</u> The straight shaped engine room control console, complying with the above general descriptions, comprises the components for:</p> <ol style="list-style-type: none"> a. diesel engines b. general engine room functions. general engine room functions c. general functions such as telephone, etc. <p><u>Instruments in cabin:</u></p> <p>The following repeaters for the instruments to be installed in Master cabin:</p> <ul style="list-style-type: none"> • Gyro compass • One no VHF radio.
<p>12. NAVIGATION & WORKING LIGHT</p>	<p>The suitable navigation lights as per IACS standards and the statutory requirement under Inland Vessels Act of India shall be provided. Similarly, sufficient lighting arrangement should be provided so that the dredger can work at night.</p> <p>Arrangement of Solar power charging panel for Navigation and working lights may be provided additionally.</p>
<p>13. OTHER EQUIPMENT</p>	<p>The following equipment to be provided:- Service crane with lifting grab and rotator. Electric portable bilge pump with sufficient suction pipe. Manual bilge pump. Any other equipment if needed be provided.</p> <p>Loose Fire Fighting Equipment Fire extinguishing apparatuses to be installed for accommodation, engine rooms and other areas according to statutory requirements.</p> <p>Ladders in tanks Ladders to be mounted below man holes in all tanks with height more than 1200 mm.</p> <p>Railings height min. according to Regulations. Steel pipes with flat bar stanchions, all hot galvanized steel.</p>

	<p>External Stairs, Steps, Ladders. External Stairs to have hot galvanized steps of anti-skid type. String boards to be of HP- or L-profiles, and handrails (on both sides) to be of steel pipes with flat bar stanchions, all hot galvanized prior to assembly.</p> <p>Furniture for crew Crews' accommodation shall be of a good shipbuilding standard. In general Cabins, WC/Showers, Stores, etc. to be equipped according to good shipbuilding practice, and the intended purpose/numbers of personnel served.</p> <p>Wheel house arrangement Wheel house arrangement should be done as per the good ship building practices and to ease the dredging operations.</p> <p>Ventilation Systems for Engine Rooms Supply Fans to be mounted in ducts.</p>
<p>14. STATUTORY SAFETY APPLIANCES</p>	<p>Firefighting equipments/appliances, navigational lights and signal lights for dredging and LSA (Life Saving Appliances) shall be provided as per statutory requirement. Any other equipment if needed be provided.</p> <p>Lifesaving Equipment - General All Lifesaving Equipment to be provided as per rules.</p> <p>Lifesaving-, Safety- & Emergency Equipment Safety and Emergency equipment to be delivered and fitted minimum according to Regulations. Equipment to be marked according to regulations.</p> <p><u>Life Buoys</u> Life buoys, plastic, of SOLAS approved type to be delivered as per rules.</p> <p><u>Life Jackets</u> One (1) off lifejacket for each person on board is to be provided, according to the rules.</p> <p><u>Pyrotechnics</u> Pyrotechnics, line throwing equipment and self-igniting lights etc. to be SOLAS approved and according to current rules.</p> <p>First Aid Locker First Aid Locker to be provided with basic medicines & First Aid equipment.</p>
<p>15. SPARE PARTS, TOOLS AND OTHER MAINTENANCE ITEMS</p>	<p>Yard deliveries Following to be delivered by the Yard</p> <ol style="list-style-type: none"> 1. Towing wire 2. Consumables in excess of required for filling up systems and tests and trials.

	<p>3. Standard Spares provided / recommended by manufacturers of various equipment 4. Mooring ropes and loose mooring equipment 5. Hand tools 6. Personal protection equipment</p> <p>NOTE- And other necessary minimum items essential at delivery and not limited to the above list.</p>
<p>16. TEST & TRIAL</p>	<p>On completion of construction in all respect the test & trial if considered necessary may be carried out in the suppliers yards before transportation/shipping for delivery at the designated site. However, after the arrival with all equipments, the dredger shall undergo river trial and dredging operation as per the Marine practice at a suitable location identified by IWAI. The trial may include the speed, dredging and other operational capability of the various attachments as follows:</p> <p>Trial</p> <p>Technical trials are to be carried out according to the owner's and statutory requirements. A programme for the trial is to be submitted to Owners at least one (1) week before the trials..</p> <p>Tests to be carried out:</p> <ol style="list-style-type: none"> 1. Anchor(if applicable) tested according to the statutory requirement. 2. Dredger to be tested by loading-unloading on trailer bed on its own and for other applications assisted by Spuds, stabilizers. 3. Maneuverability to be tested for proper working of the steering system. 4. Endurance trials which include 4 hours continuous service. All alarms and service data for the main engines to be noted on a special form. The form to be enclosed with technical documentation at delivery. 5. Speed tests including Full speed test at maximum outputs to be carried out with three double runs. Fuel oil consumption and other parameters are to be recorded at each speed test. 6. Testing of pumps and systems to be tested and demonstrated to the satisfaction of the IACS standards and the Owners representatives. 7. Radio equipment test. 8. The dredger has to be tested for all dredging processes suction dredging, bucket excavation, rake cleaning, etc. All attachments to be fitted with dredger and tested. <p>After the trial a report to be worked out for all tests carried out during the trial. The report shall be submitted to the Owners within two weeks after delivery of the vessel. Final list of complaints, recommendations, and alterations is to be handed over to the Builder within 24 hours from the end of the trial trip.</p> <p>b. Consumers in General:</p>

	<p>Equipment and components, including motors, are to be tested under normal service conditions, to prove that they are suitable and satisfactory for their purpose. Load current is to be observed when normal service conditions are obtained.</p> <p>c. Lighting equipment etc. Test must be carried out for all switches to prove that they are working as assumed and that the light distribution is satisfactory. Tests must be carried out to ensure that the plug sockets are in order.</p>
17. WARRANTY	<p>The Contractor shall provide 1 year warranty from the date of commissioning against the workmanship & materials. In case any defect is noticed, same is to be rectified repaired/supplied free of cost. The supplier has to assure availability of service/spares support for major equipment fitted on this dredger in India upto 7 years from the date of commissioning.</p>
18. COMMISSIONING AND TRAINING	<p>The dredger after transportation to the delivery site shall be commissioned and made operational by the trained professionals. The supplier should give free training for operation and maintenance of the machinery for minimum 15 days to the crew of IWAI if considered necessary.</p>
19. REGISTRATION	<p>The dredger to be registered with State Govt as per the provision of Inland Vessel's. Act 1917 for which supplier shall provide the required hydrostatic details, construction drawings and other information/documents. The name of the dredger, registration number, port of registry and draft mark should be engraved on the hull of the dredger as per the requirement of statutory authority.</p>